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THE CORRESPONDENCE OF
JOHN CLEVES SYMMES

1925

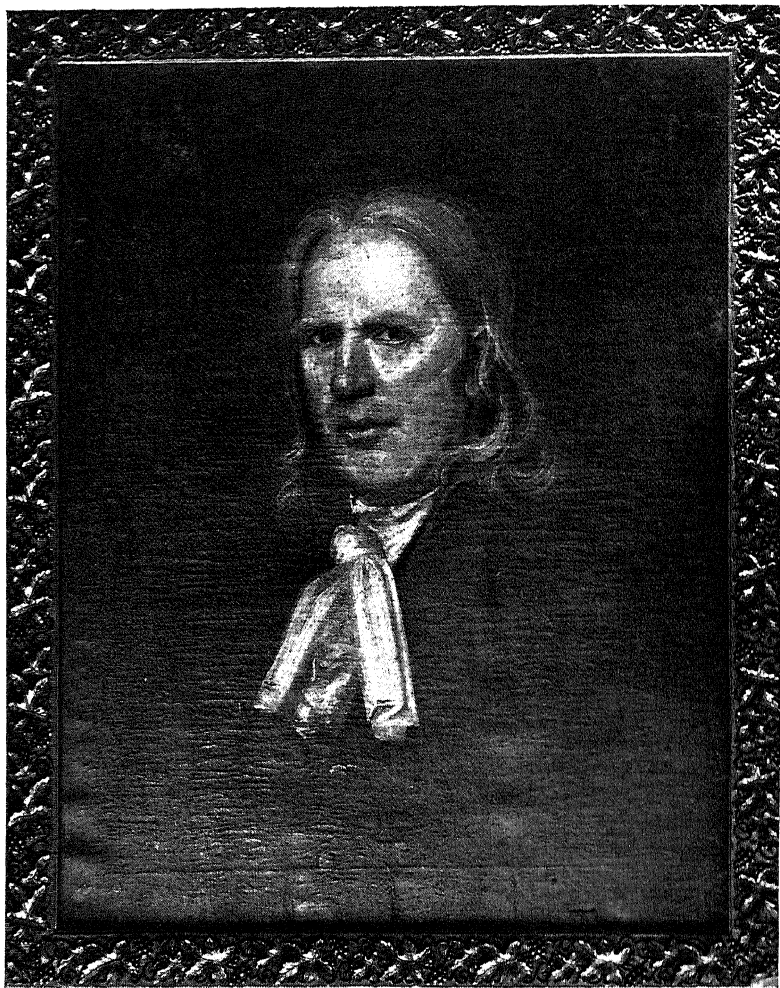
Publications of the
HISTORICAL AND PHILOSOPHICAL SOCIETY OF OHIO



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John Cleves Lumsden.

From the Portrait owned by Charles Wilson Short of Cincinnati.

THE CORRESPONDENCE OF JOHN CLEVES SYMMES

FOUNDER OF THE MIAMI PURCHASE

Chiefly from the Collection of
PETER G. THOMSON

EDITED BY
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Published for the
HISTORICAL AND PHILOSOPHICAL SOCIETY OF OHIO

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I

PREFACE

The letters and papers collected in this volume include the most important documents on the early history of the Miami Purchase, the settlement founded by John Cleves Symmes. The bulk of this material, notably the letters from John Cleves Symmes to Jonathan Dayton and those in return, are from the collection of Peter G. Thomson, of Laurel Court, College Hill, Cincinnati. Mr. Thomson received these papers from a relative of Jonathan Dayton, the late Francis W. Miller of Cincinnati, who in turn secured them by descent. The letters to Jonathan Dayton are originals, and those from him to Judge Symmes are copies, but made by Dr. Dayton himself. The historian of the Old Northwest especially is indeed greatly indebted to Mr. Thomson, who has so carefully preserved this collection, for the greater part of the records of the Miami Purchase were lost in the fire that destroyed Judge Symmes' house at North Bend, Ohio, in 1811.

Where there is no special mention of the source from which a Ms. has been obtained, it may be assumed that it is from Mr. Thomson's collection. Additional material, as is indicated from time to time, has been found in the collections of the Historical and Philosophical Society of Ohio, the Wisconsin State Historical Society, the New Jersey Historical Society, the New York Historical Society, the Pennsylvania Historical Society, and the Manuscript

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Division of the Library of Congress. The Editor has drawn also upon the files of the Senate and the House of Representatives in Washington, and upon the archives of the Departments of State and of the Interior. Invariably the officers in charge of these various collections have shown a kindly and helpful interest, which has proved a great aid in the task of collecting and editing this material. Also, Mr. James Wilson Bullock, Mr. R. Ralston Jones, and Mr. Charles W. Short, all of Cincinnati, have extended valuable aid, and have permitted the publication of important documents in their possession.

For the material used in the Introduction and in the Footnotes, the Editor is indebted especially to Miss L. Belle Hamlin, Librarian of the Historical and Philosophical Society of Ohio, for her active aid and suggestions, and to Miss Maud E. Johnson of the New Jersey Historical Society, who also has given much aid in the collection of materials. The illustrations, too, have been secured by the courtesy of the owners of the originals, and to them acknowledgment has been made in each instance.

A part of these papers has already been published in scattered collections that are now out of print, but never before have the important letters of Judge Symmes for the early period of the Miami Purchase been brought together in one volume. Special acknowledgment is due Mr. Thomson for permission to use his collection, for many suggestions, and above all for the very generous aid which has made this volume possible. In such fashion Mr. Thomson has given substantial evidence of a continuation of that interest in matters historical which he has already shown in his *Bibliography of Ohio*, a book that is still consulted forty-five years after its first appearance. The Committee in charge of Publications of the Historical and Philosophi-

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cal Society of Ohio has also given many valuable suggestions, and the Society itself has extended very considerable aid.

BEVERLEY W. BOND, JR.

University of Cincinnati,
Cincinnati, Ohio

November 30, 1925

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THE CORRESPONDENCE OF
JOHN CLEVES SYMMES

INTRODUCTION

JOHN CLEVES SYMMES, PIONEER

At the outbreak of the Revolution, the first phase of American settlement had practically come to an end with the taking up of the land between the Atlantic and the Appalachians. Already, the second phase had begun with the spread of population into the Western country beyond the mountains. The great valley between the Blue Ridge and the Alleghanies had been occupied, and the hardy pioneers had penetrated through the passes into the region around Pittsburgh and into Kentucky. The next important advance was to establish nuclei of settlements in the Old Northwest, and to this phase of the Westward movement belongs the foundation of the Miami Purchase by John Cleves Symmes.

Strategically the Miami Purchase occupied a position of great importance in the American advance into the Ohio country. Extending northward from the Ohio, and between the Miami and the Little Miami Rivers, it commanded the Miami-Maumee route to Lake Erie and Detroit. Cincinnati, its logical center, became, therefore, the logical site of Fort Washington, the most important military stronghold in this region, founded in 1789. From here went the successive expeditions against the Indians that culminated in Anthony Wayne's victory in 1794, freeing the Ohio country from the savage menace. From this same military base went General Harrison's forces in 1812, to rout the British at the Battle of the Thames, and thus

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to end once for all Canadian intrigue and the Indian menace in the Old Northwest.

To the vision and persistence of one man, John Cleves Symmes, was the settlement of the Miami Purchase primarily due, and fortunately his correspondence, 1788 to 1796, records the story of the many problems he encountered, of the many difficulties he overcame, of the privations and dangers that beset this pioneer of civilization. Apart from this personal interest, these letters throw light upon several phases of early Western history. They trace the beginnings of a typical pioneer settlement, and that, one of the most important in this Western region. From another standpoint, the Miami Purchase was an example of the practical results of the national policy with respect to the Western lands, and again, its history was a forcible illustration of the dangers from the Indians to which a short-sighted military policy subjected these all-important outposts. Affording so many side-lights upon pioneer life, the Symmes Correspondence becomes thus a source of very great importance for early Western history.

The Miami Purchase occupies an important place in the history of the public lands, for it was one of the two immediate outstanding results of the Ordinance of 1785, the other one being the Ohio Company's colony in the Marietta region. In each one of these early Western settlements the basic motives were similar. The Ordinance had sanctioned the sale of the public lands in exchange for United States certificates, and for the land warrants issued to Revolutionary veterans. As there was little hope under the Confederation of securing otherwise actual value, the holders were only too glad either to exchange these federal obligations for Western lands, or else to sell them at bargain prices to intending settlers. Thus, the first task of John Cleves Symmes, following the precedent established

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by the Ohio Company in New England, was to secure the cooperation of the numerous owners of these federal certificates and military warrants.

The methods adopted by Judge Symmes and the Ohio Company to carry out their plans for Western settlement illustrate in striking fashion the transfer of colonial customs to the region beyond the Appalachians. Massachusetts, the home of the Ohio Company, had been founded by a corporation, the Massachusetts Bay Company, the governing body of which moved out to the colony. The Jerseys, however, were established by private persons, proprietors, who remained in England for the most part, and set up old feudal dues, such as the quit rents, in their province. Thus, the promoters of the New England plan of a Western settlement naturally formed a corporation as the most feasible agency to carry out their plans. In similar fashion, as a resident of New Jersey, John Cleves Symmes adopted the propriety as the form for his projected colony. But the Revolution had abolished feudal incidents, and under the new American government the Miami Purchase differed in many respects from the Jerseys under the old British régime. Unlike the former proprietors Judge Symmes had rights over the land alone, and none over the government. Also, he himself owed no feudal dues to a superior, holding his land in fee simple under Congress, the representatives of the American people. Nor did he establish either feudal rights or incidents in his colony, merely passing along to purchasers of the land his own rights in fee simple.

Yet the land system of the Miami Purchase preserved many of the old proprietary forms. Like the Jersey proprietors, Judge Symmes could dispose of his land on such terms as he pleased subject to existing laws, although competition, notably with the Ohio Company and the Ken-

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tucky settlements, made it necessary to make very favorable concessions. Indeed the inducements he offered at different times to prospective settlers may be compared to the Concessions and Agreements that were drawn up by the proprietors of East Jersey. Even more noteworthy as a parallelism with East Jersey was the scheme he adopted to dispose of the land between the Ohio and the Miami which had been reserved for his own personal benefit.¹ Dividing the rights in this land into twenty-four shares, Judge Symmes created in reality as many proprieties, bearing a striking analogy to the twenty-four shares of the associates who bought East Jersey from Berkeley and Carteret. As in East Jersey, a board of proprietors was formed which in this case held meetings in New Jersey, and sent instructions to their agent, Judge Symmes, in Ohio, just as their prototype, meeting in England, had issued orders to its representative in East Jersey. That is, while the Revolution had abolished many of the leading features of the old proprietary system, there were still notable similarities between the Jersey colonies and the Miami Purchase.²

The inducements which Judge Symmes, following the example of the proprietors of East Jersey, held out for settlement carefully recognized the chief motives for taking up Western lands, and offered to accept federal certificates and military warrants in payment for grants.³ These obligations, of course, Judge Symmes could himself use in order to meet the payments to Congress. To secure settlers, however, he must command the confidence of the

¹ For details regarding this reserved land, see *post*, p. 39 (note 27).

² Many writers have assumed that the twenty-four proprieties included the entire Miami Purchase, and not merely the reserved lands. This is an error, for Symmes, although he secured aid from many persons, was the sole proprietor of the Purchase as a whole. See for fuller details: *Trenton Circular, Quarterly*, Ohio Hist. and Phil. Society, V. No. 3; *post*, p. 38.

³ For the exact conditions, see *post*, pp. 13-14.

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Revolutionary veterans who held the military warrants, and that of the general public in New Jersey, the owners of the federal certificates. To see how fully Judge Symmes possessed the requisite qualities of the leader of a Westward movement, it is necessary to trace his record as a citizen and a soldier, up to the time he undertook the settlement of the Miami Purchase.⁴

Born in 1742 at Southold, Long Island, John Cleves Symmes sprang from sturdy pioneer stock, representing the fifth generation of the Symmes family in America and the fourth of the Cleves blood.⁵ While little is known of his early life, it is recorded that he taught school, and was also a surveyor, the latter an occupation of special value for the pioneer. Probably he read law as well and his letters show that he was a well educated and well read man. Following the example of his forbears who had migrated from New England to Long Island, he moved in 1770 to Sussex County on the New Jersey frontier. With the rise of the Revolutionary movement, Symmes quickly came to the front in New Jersey as a leader of the patriotic party. Serving in 1774 as chairman of the committee of correspondence for Sussex County, a year later he became colonel of a regiment of militia. In 1776 he represented New Jersey at an important military conference at Ticonderoga, and on his return, at the head of three regiments of the New Jersey militia, Colonel Symmes defeated a considerable force of British. 1776-1779, he was in charge of the forts on the New Jersey frontier, and meanwhile was in many battles, notably at Monmouth, at Short Hills, and at numerous engagements on Long Island and Staten Island. Altogether, his military record during the Revolution was

⁴ For a full account of Judge Symmes' life see, C. H. Winfield, *Life and Services of John Cleves Symmes, Proceedings*, New Jersey Hist. Society, 2d. Ser. V, 22-43.

⁵ *Post*, pp. 294-296.

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one that commended him to the New Jersey veterans as a tried and able leader.⁶

Equally honorable was Symmes' civil record. A member of the New Jersey convention in 1776, he was on the committee that drew up the new constitution, and later served two terms as the representative of Sussex County upon the Council of New Jersey. As an associate justice of the Supreme Court of New Jersey, 1777-1783, Symmes heard many complaints from the militia, displaying in his decisions of these difficult cases, excellent judgment and an impartial attitude. Meantime he found time to send Washington much valuable information regarding the enemy.⁷ In still another capacity, as representative from New Jersey in 1778 to the New Haven Convention to regulate prices, Judge Symmes was one of the committee of three that drew up a memorial to Congress from the Convention.⁸ While engaged in these varied services for the state Judge Symmes had not lost the confidence of his neighbors. Moving to Morristown about 1780, he was elected in 1785 to the Council of New Jersey. Much more important was his election in 1785 as a member of the Continental Congress. There he was to receive the impetus for his scheme of Western colonization, and there too in large measure he acquired the political influence and the friendships that were necessary to push through his plans.

In selecting his aids, Judge Symmes was not unmindful of the need for political influence if his colony was to prosper. His chief agent in New Jersey, Jonathan Dayton, as a member of Congress and as a Revolutionary vet-

⁶ *Memorandum of Record as a Revolutionary Soldier*, (In Symmes' handwriting) *Clarke Mss*, II, fo. 3, Ohio Hist. and Phil. Society.

⁷ *John C. Symmes to George Washington*, July 8 & 10, 1778, February 15 and March 16, 1780, *Washington Correspondence*, Vol. 79, Library of Congress.

⁸ *Journal of the New Haven Convention*, January 20 to 31, 1778, Library of Congress; *New Jersey Archives*, 2d. Ser. I, 528-529.

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eran, was in a position to secure much influence for the new colony, both political and financial.⁹ His letters to Symmes show the value of so able a representative in New Jersey and on more than one occasion Dayton saved the day by his influence with Congress. Furthermore, he could and did give invaluable information regarding such matters as the shifting value of the Federal certificates, the proposed plans for disposing of the public lands, and numerous other details that affected the new enterprise. His comments on many public questions of the day are pointed and important historically. In their correspondence Dayton's rather cold and businesslike attitude constantly served to check the reckless and overconfident enthusiasm of the pioneer, Symmes, whose chief aim was the realization of his dream of a Western colony. Still another important figure in Judge Symmes' enterprise was Elias Boudinot who, like Dayton, had great political influence.¹⁰ Both Dayton and Boudinot invested in the Miami Purchase as proprietors of the reserved land, and also as claimants to large tracts in other parts of the colony.

Soon after he entered Congress Judge Symmes began to plan a Western settlement. Doubtless he was somewhat influenced by the petitions of the Ohio Company for Western lands, which was being pushed about this time. But the main urge came from another source. Benjamin Stites, a native of New Jersey who had migrated to Pennsylvania, went on a trading trip down the Ohio in 1786. Exploring the land between the two Miamis he became enthusiastic over its possibilities, and returned to his old home at Short Hills, near Morristown, determined to find someone of sufficient wealth and influence to undertake a settlement in this Western paradise. Soon he met Judge

⁹ For a detailed sketch of Jonathan Dayton, see *post*, p. 197 (note 1).

¹⁰ *Post*, p. 25 (note 1).

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Symmes, and doubtless the task of enlisting the latter's interest in the project was an easy one. In the spring and summer of 1787 Symmes went down the Ohio on a tour of inspection, going certainly as far as Louisville, and probably up the Wabash. At first he planned a colony on the Wabash above Vincennes, issuing to the people of Kentucky a preliminary circular that is a masterpiece of its kind in the inducement it offered to settlers, and in its recognition of the strategic importance of the proposed settlement as a frontier outpost.¹¹

But Judge Symmes soon gave up his plans for a settlement on so remote a frontier as the Wabash. This decision was certainly a wise one, in view of the almost hopeless problem of transportation, and the very great danger from hostile Indians, especially with the inadequate military protection that was available. In casting about for another site for his colony, Judge Symmes displayed notably good judgment, choosing the most eligible one that remained ungranted on the north bank of the Ohio. The Ohio Company had just received its grant to lands in the rich Muskingum Valley; the district between the Scioto and the Little Miami had been set aside to satisfy the military land warrants issued by Virginia. The next desirable tract stretched northward from the Ohio between the Miami and the Little Miami Rivers and this site Judge Symmes chose for his grant. The tract was ideally adapted for a colony, including a fertile and rolling country, the interior of which was easily accessible by the valleys of the Miamis and of Mill Creek flowing between the two rivers. Moreover, aside from its agricultural value, this tract promised important commercial development. To the north it commanded the most accessible route to Lake Erie and Detroit, and to the south the Licking River gave ready

¹¹ *Post*, pp. 278-281.

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access to the rich blue grass section of Kentucky. For the east and west trade the Ohio opened an even more promising avenue of commerce.

Naturally of an impetuous disposition Judge Symmes was eager to start actual settlement, once he had decided upon the site. In response to his first proposal, a grant of 2,000,000 acres, he secured only a tentative agreement with the Treasury Board. Very soon he realized that this was entirely too large a tract, and early in the summer of 1788, he began negotiations for a grant in the same location, extending north from the Ohio, and between the two Miamis, but to include only 1,000,000 acres. From this point the letters tell the story of the difficulties he encountered, and the persistence with which he insisted upon, and finally won the exact boundaries he had proposed. In view of his long legal experience it is difficult to explain the utter disregard for legal technicalities which he displayed. Perhaps with his dream of a Western colony before him, such trifles as a legal title to his lands seemed mere quibbling.

Meanwhile in a determined effort to secure settlers, Judge Symmes had been pushing his proposed colony. Soon after his return to New Jersey from the Western country he published an advertisement that called attention to his application to Congress for a grant of Western lands, and invited the cooperation of Revolutionary veterans who still held their land warrants, and of the owners of federal certificates.¹² About three months later he issued an elaborate pamphlet at Trenton, in which he called attention to the many advantages of the new colony, and set forth the terms upon which he would sell the land.¹³ Scarcely six weeks later came an elaborate advertisement

¹² *New Jersey Journal*, September 12, 19, 26, October 3, 10, 17, 1787.

¹³ *Trenton Circular*, November 26, 1787, *Quarterly*, Ohio Hist. and Phil. Society, V, no. 3.

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intended to reach all those who had not received the large pamphlet.¹⁴ These notices secured results, and Judge Symmes began to sell land warrants, chiefly in exchange for the federal certificates. Taking in Elias Boudinot as a partner in his reserved lands, he sold off the greater part of the twenty-four shares upon their joint account even before he started West.¹⁵ These sales prior to a grant from Congress, were destined later to become a source of much trouble. Actually, Judge Symmes needed certificates to meet the initial payment upon his land, and eager as he was to begin the work of colonization, he was not likely to worry over possible troubles in the future provided he could take care of present necessities. Finally, in June he issued a public notice that he had made his first payment, and would start from Morristown July 1st. for the new colony on the Ohio. The notice described in detail the route to be followed across New Jersey, through Lamerton and Lebanon, crossing the Delaware at Easton.¹⁶ Meantime his prestige as leader of this Westward migration had been greatly increased by an appointment, a few months before this historic journey, as one of the three judges of the Northwest Territory.¹⁷

Judge Symmes' appeal for support in New Jersey for his Western settlement met a ready response. Even before he announced his plans the New Jersey newspapers had shown a keen interest in Western affairs. During 1786 and 1787, the New Jersey Journal printed Captain Jonathan Carver's Travels in the West,¹⁸ and later it copied in full the Ordinance of 1787.¹⁹ News from the West appeared frequently in its columns, especially accounts of the

¹⁴ *Post*, pp. 281-285.

¹⁵ *Ante*, pp. 4-5; *post*, pp. 192-193.

¹⁶ *New Jersey Journal*, June 18, 1788.

¹⁷ *Post*, p. 38 (note 26).

¹⁸ *New Jersey Journal*, November 3, 1786 to June 13, 1787.

¹⁹ *Ibid.* June 25, 1787.

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Indian troubles in Kentucky.²⁰ These evidences of the popular interest in Western affairs became even more frequent after Symmes had left New Jersey to found his colony, and there were long accounts especially of St. Clair's defeat, and of the exertions that were being made to meet this crisis.²¹ Later the newspapers gave much space to the details of General Wayne's expedition filling column after column with accounts of his preparations and of the successful battle against the Indians.²² The general appreciation that was shown at this time of the effect of Wayne's victory in freeing the Ohio country from Indian attacks accounts in large measure for the migration from New Jersey to the Miami Purchase after 1794.

The interest in Western affairs that was shown in the newspapers was reflected also in the various plans for colonies that were proposed in New Jersey at this time. In 1787 and again in 1788, Matthew Halsted offered for sale lands in Harrison County, Virginia, and in Kentucky.²³ Western lands too were offered for sale that had been surveyed under orders from Congress,²⁴ while many advertisements called attention to maps that included the Ohio country.²⁵ This interest in the West was emphasized when a number of leading men from Elizabethtown and the vicinity formed the East Jersey Company to take up 2,000,000 acres along the Little Miami.²⁶ A number of residents of West Jersey proposed a much similar organization in the spring of 1788.²⁷ Although neither of these two plans materialized, they are of special importance,

²⁰ *New Jersey Journal*, November 22, 1786, June 16; 1787, August 6, 1788.

²¹ *Ibid.* December 14, 1791.

²² *Ibid.* August 27, September 24, November 19, 1794, April 5, 1795.

²³ *Ibid.* April 11, 1787, March 9, 1788, *Brunswick Gazette*, March 4, 25, 1788.

²⁴ *New Jersey Journal*, May 6, 1787, March 25, 1789.

²⁵ *Ibid.* August 6, 1788.

²⁶ *Post*, p. 26 (note 4).

²⁷ *Brunswick Gazette*, May 27, 1788.

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since they showed the keen interest that existed in New Jersey in Western lands, and thus explained in large measure the ready response that met Judge Symmes' call for settlers.

According to his promise, early in July, 1788, Judge Symmes started out from Morristown on the long journey to Ohio. The various incidents of the journey and of the early days of settlement are detailed in his correspondence. Of special interest is the long letter written as Judge Symmes could spare the time between May 18 and June 10, 1789.²⁸ In its minute descriptions of the difficulties and the problems of the founder of a settlement in the Old Northwest, this letter is a veritable historical treasure trove. Incidentally it shows how near Judge Symmes' colony came to complete failure as a result of the lack of adequate military protection in the first few critical months. Throughout its pages and in other letters of these early days of the Miami Purchase, there may be traced the persistence, the optimism and often the sense of humor which made Symmes the successful pioneer.

The letters from Jonathan Dayton give another side of the picture. Especially do they reflect the hostility and suspicion that was aroused in Congress after Judge Symmes had hastily departed from New Jersey without even waiting for a definite contract. In fact, he had played directly into the hands of the forces that were arrayed against Western settlement, and it was only with the greatest difficulty that Dayton and Boudinot were able to override the hostility that had been aroused by the suspicion that Judge Symmes as proprietor planned to make large profits from the new colony.²⁹ Just before he went West, this enmity was strongly in evidence, when the promoters of the West Jersey plan to secure a grant for 2,000,000 acres pointedly

²⁸ *Post*, pp. 53-97.

²⁹ *Post*, p. 198 (note 4).

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advertised the project as one in which all persons would come in upon equal terms.³⁰ So insistent were the charges of profiteering that Judge Symmes himself, before he left New Jersey, publicly denied the assertion that the proprietors of the reserved lands alone were to hold the more desirable lands along the Ohio and Miami Rivers. The very reservation of special lands, he found, had aroused bitter feeling in New Jersey.³¹ But this hostile attitude persisted as was evident in an unsigned squib printed in the *New Jersey Journal*, in which the author complimented in rather ironical fashion the emigration to distant countries, "to the emolument of certain Gentlemen who have a particular genius for land-jobbing." With a dig evidently at the pamphlet which Judge Symmes had published at Trenton, the writer proposed to take intending emigrants on a balloon trip to the moon, which would undoubtedly disclose fertile lands beyond the Alleghanies.³² Such attacks were of course a detriment to the Miami Purchase. Incidentally they showed how much wiser it would have been in post-revolutionary New Jersey to have formed a democratic corporation similar to the Ohio Company, rather than to have held on to the aristocratic and worn-out system of a single proprietor in control of the new colony.

The land system of the Miami Purchase forcibly illustrated the weaknesses of a proprietary system of colonization. Like the proprietors of East Jersey, Judge Symmes himself determined the conditions of sales, offering land at first for 66 $\frac{2}{3}$ ¢, and later \$1.00 per acre. According to his agreement with the Treasury Board he offered to accept payments in federal certificates, and for one-seventh of the land he would receive military warrants. To prevent speculation, Judge Symmes required patentees to improve each

³⁰ *Brunswick Gazette*, May 27, 1788.

³² *Ibid.* June 2, 1789.

³¹ *New Jersey Journal*, March 19, 1788.

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section of land within two years, or else one-sixth of it might be regranted. The reservations he made were interesting. Sections 8, 11, and 26 he set aside for Congress under the Ordinance of 1785. Section 16 Judge Symmes offered to schoolmasters who would educate the children of the township, and section 29 to ministers, "of every denomination of Christians." The land at the junction of the Ohio and the Miami he reserved, as has already been noted, for his personal benefit.³³

At first sight the machinery for selling land seemed well worked out. All military warrants were to be referred to Jonathan Dayton in New Jersey, and to prevent confusion the entire third range of townships between the two Miamis was set aside to satisfy them. The reserved land was of course controlled by the proprietors acting through their agent, Symmes. The remainder of the land was offered by a long list of agents in New Jersey and also by Judge Symmes in Ohio. As the letters show, these different sales agencies caused endless confusion. All land warrants were supposed to be registered in Ohio, but Judge Symmes, failing to keep his promise to appoint a registrar, carried on the work himself in such slipshod fashion that endless confusion was the result. Then too in his eagerness to sell, he made many promises with regard to locations which proved impossible to fulfill. Geographical knowledge too was rather inadequate. Nor was Judge Symmes always careful to restrict his warrants to lands that were not already promised, and the settler from New Jersey often arrived in Ohio to find that the particular lands he had bought had already been granted. Another frequent cause of trouble arose from large tracts which Judge Symmes sold on credit, but for which he failed to collect. Such claims were constantly being revived, es-

³³ *Ante*, p. 4; *post*, p. 39 (note 27).

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pecially when a desirable tract of land was involved. Nor were surveys carefully made, and consequently boundaries were frequently in dispute.³⁴ All these defects in the land system caused much confusion and disappointed emigrants returned to New Jersey, loud in their denunciation of the treatment they had received. The truth was, Judge Symmes was too intent upon the actual settlement of his colony to give much attention to the details. His varied occupations too, took up much of his time. As a judge of the Northwest Territory, and as the active owner and manager of a large estate he was apt to neglect his duties as proprietor of the Miami Purchase. Thus, the confusion in the land system was a striking illustration of the consequences of organizing a colony under one proprietor who undertook to overlook all the details.

The most serious result of Judge Symmes' carelessness in details was the confusion that arose from the uncertain boundaries of his colony. Originally he had asked for a frontage along the Ohio between the two Miamies, but the contract of October 15, 1788, stipulated that his eastern boundary line should run due north from a point on the Ohio twenty miles east of the mouth of the Miami. This limitation left a strip of land that was outside Symmes' grant and ran northward from a frontage of $14\frac{3}{4}$ miles along the Ohio, between his eastern line and the Little Miami. Unfortunately Judge Symmes had taken for granted that the Little Miami would form his eastern boundary, as he had first proposed, and had granted to Benjamin Stites lands along this stream which were now entirely outside his grant.³⁵ Soon these questionable warrants became the cause of much controversy with Governor St. Clair. The situation was made all the worse by the

³⁴ Burnet, *Notes*, pp. 416, 419.

³⁵ *Post*, p. 26 (note 5).

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vexatious delays which Symmes encountered in his efforts to secure a readjustment of his boundaries. The hostility and suspicion he had already aroused reappeared. Only after considerable wire-pulling by Jonathan Dayton and Elias Boudinot, and persistent efforts on the part of Judge Symmes was Congress induced to pass an act that authorized the President to issue a patent that would readjust the boundaries of the Miami Purchase, to include the entire frontage along the Ohio between the two Miamis, with the Little Miami as the eastern boundary line.³⁶

There was much delay in securing a final patent, even after the enabling act had been passed. Yet many considerations urged haste. The Federal certificates which were chiefly used in payments for the land were rapidly increasing in value under the new Constitution. There were persistent rumors too that Congress would soon open land-offices in the Northwest, at the same time reducing the price of land. The letters from Dayton at this time give an interesting account of the proposals regarding Western land which were being urged in Congress, and of the counter arguments and the hostile influences that were arrayed against any encouragement of settlement across the Alleghanies. Finally Judge Symmes himself went east to push his claims, and September 30, 1794, the President issued a definite patent for the 311,682 acres that had been paid for.³⁷ As the tract was to run due north from the Ohio, between the two Miamis, the questionable grants to Stites and others on the Little Miami would now be adjusted.

Unfortunately the patent of 1794 did not settle, without any chance of questioning, the northern boundary of

³⁶ *Annals of Congress*, 3, 1358, 1373-1374.

³⁷ *Post*, p. 163 (note 225).

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Judge Symmes' claims. By the act of 1792 the President had been authorized to relocate, in answer to Judge Symmes' petition, the grant under the contract of 1788.³⁸ But this contract called for 1,000,000 acres, and there was evidently ground for a claim on Symmes' part for an additional acreage above the patent. A new complication was presented when Israel Ludlow reported that a survey of the tract, with the boundaries stipulated in the contract of 1788, showed that it contained altogether 543,950 acres rather than 1,000,000. Even this survey exceeded by 232,268 acres the acreage granted in the President's patent. Judge Symmes now refused to accept Ludlow's survey, and insisted upon the full 1,000,000 acres that were specified in the contract of 1788. Furthermore, he proceeded to sell numerous warrants for land that lay outside the bounds set forth in the patent, and even beyond Ludlow's survey.³⁹

Judge Symmes' motives in insisting upon a total grant of 1,000,000 acres is doubtless explained by the passage of the Public Lands Act in 1796, which fixed a minimum price of \$2.00 per acre.⁴⁰ As it then became desirable to secure as much land as possible at 66 $\frac{2}{3}$ c per acre, the price fixed in the contract of 1788, Judge Symmes now began the long struggle to establish his claims. The House showed a very just disposition by an act which allowed him to take up all the land in Ludlow's survey that lay outside the President's patent, upon the terms established by the contract of 1788.⁴¹ Not satisfied even with this compromise, Judge Symmes petitioned the Senate, protesting against the act.⁴² Actually he had gotten himself into an almost hope-

³⁸ *Annals of Congress*, 3, 1358.

³⁹ *Gallatin's Report*, February 22, 1797, *Annals of Congress*, 6, 2247-2248.

⁴⁰ Treat, *National Land System*, pp. 85-86.

⁴¹ *Annals of Congress*, 6, 1704, 2167, 2247-2248, 2250.

⁴² *Annals of Congress*, 6, 1560, 1567, 1570.

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less muddle by grants to the north of Ludlow's survey, and the act passed by the House ignored the rights of the owners of these claims.⁴³ The Senate, refusing to concur in the action of the House, ordered the Attorney General to bring suit to compel Judge Symmes either to pay for his entire claim, or else to vacate the lands for which he had not yet settled. With characteristic persistence Judge Symmes now renewed his efforts to establish his full claims. Nor had he lost his usual optimism for, with a remarkable temerity, he continued to issue grants for lands to which his title was exceedingly questionable. June, 1797, he was in Philadelphia, confident that his claims would receive recognition, despite the envy of those who, "begrudge us so fine a country and I expect they will give us all the trouble they can."⁴⁴

Again was Judge Symmes doomed to disappointment. An act introduced early in 1798 regarding lands in the Miami Purchase was postponed.⁴⁵ At the next session Judge Symmes sent petitions to both Houses and also a personal letter to the President.⁴⁶ Nevertheless, the act passed in 1799 merely recognized a prior right of purchase for those persons who had contracted with Judge Symmes before April 1, 1797, for lands, outside his patent, that lay

⁴³ A petition that illustrated the hardships of settlers under Symmes was the one filed by Judge George Turner and Peyton Short, Symmes' son-in-law. The petitioners represented that the proposed act would invalidate their claims to lands in the 7th, 8th, and 9th, ranges between the Miami and the Mad River, for which they had contracted with Symmes. Already they had been at considerable expense in laying out the town of Livingston, and in constructing a road through the wilderness from this new settlement to Dayton, thirteen miles away. *Petition of George Turner and Peyton Short*, March 3, 1797, *Senate Files*.

⁴⁴ *Jno. C. Symmes, to M. D. Cooper*, June 2, 1797, *Torrence Papers*, Box 22, Ohio Hist. and Phil. Society. For land in the 11th. range Symmes charged \$1.00 per acre, cash, or else \$1.25 on credit, until Congress confirmed his title. *J. C. Symmes to Simon Kenton*, November 20, 1798, *Torrence Papers*, Box 22, Ohio Hist. and Phil. Society.

⁴⁵ *Annals of Congress*, 7, 1042-1045, 1917, 1926.

⁴⁶ *List of Symmes Documents, Senate Files*, 14th Congress, 2d. Session.

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between the two Miamis.⁴⁷ Judge Symmes still did not give up hope, especially as his son-in-law, William Henry Harrison, delegate to Congress from the Northwest Territory, encouraged him in the belief that eventually his claim would be granted.⁴⁸ Few of the unfortunate claimants under him had taken advantage of the act of 1797, and a committee of the Lower House recommended that either Symmes should be allowed to purchase the balance of Ludlow's survey, or else the persons claiming land there under him should receive permission to settle with the Government. To lands north of the survey, the committee held, Symmes had forfeited all right.⁴⁹ This report was upheld by petitions from unlucky landholders that represented the need to adjust their claims under Symmes, inasmuch as they were now called upon to make further payments to the Federal Government, and at a price more than double the one they had originally contracted for.⁵⁰

Finally an act was passed in 1801 which was a startling illustration of how completely Judge Symmes had lost his former influence with Congress. The act merely gave claimants under him, to lands outside his patent but within Ludlow's survey, a prior right of purchase at \$2,00 per acre.⁵¹ But so difficult were the terms that few persons took advantage of the act. The failure to establish the entire claim of 1,000,000 acres had serious results for Judge Symmes. Persons who had purchased lands which he claimed, but which were outside his patent, now began to file suits, and to satisfy their claims the sheriffs sold portions of his property at great loss.⁵² Many claimants under Symmes, too,

⁴⁷ *Annals of Congress*, 6, 3937-3938.

⁴⁸ *J. C. Symmes to Peyton Short*, March 17, 1800, *Clarke Mss.* II, fo. 9, Ohio Hist. and Phil. Society.

⁴⁹ *Report of Committee*, April 16, 1800, *Am. State Papers, Public Lands*, I.

⁵⁰ *Annals of Congress*, 10, 376, 515.

⁵¹ *Ibid.* 10, 1559-1563.

⁵² *Petition of Jno. C. Symmes to House of Representatives*, January 18, 1802, *Senate Files*, 14th Congress, 2d. Session.

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petitioned that the rather rigid provisions of the act of 1801 should be altered,⁵³ and a committee of the House favored some such action.⁵⁴ Finally Gallatin recommended that claimants under Symmes north of, as well as within Ludlow's survey should be allowed prior rights in purchasing their lands,⁵⁵ and an act was passed in 1802 in accordance with his⁵⁶ recommendations.

Meantime Judge Symmes had filed protests with both houses against the pending act. He represented the "extreme distress" that the act of 1801 had caused him, and asked for relief. As the legal questions involved in his claims had never been considered by a competent authority, he asked the privilege of being heard either in a federal court or by special commissioners. If this request was refused, he made alternative proposals. For lands he had already granted outside his patent he offered to pay the price stipulated in his contract with the Government. If this offer was not accepted, he was willing to give other lands he held in the Northwest Territory in exchange for these holdings.⁵⁷ Little attention was given these proposals, and the Senate merely asked for a report upon the status of Symmes' contract.⁵⁸ The report of the Attorney General was an eminently just one, concluding that Judge Symmes had no legal claim upon the Government. Yet the hardships he had undergone in starting a new settlement, and the advantages of the frontier outpost he had established, the Attorney General considered, entitled

⁵³ *Annals of Congress*, 10, 313, 462.

⁵⁴ In one instance a petitioner had paid Symmes \$2,181.75 $\frac{5}{13}$ in certificates for 2,618 acres, and he now found himself outside the bounds of the patent. *Report of the Committee*, December 14, 1801, *Am. State Papers, Public Lands*, I.

⁵⁵ *Report of Gallatin*, February 1, 1802, *Am. State Papers, Public Lands*, I.

⁵⁶ *Annals of Congress*, 10, 1253.

⁵⁷ *Petition of Jno. C. Symmes*, April 22, 1802, *House Files*, 7th. Congress.

⁵⁸ *Annals of Congress*, 10, 299.

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Judge Symmes to some relief.⁵⁹ This report was printed, but eventually it was referred to a committee where it slumbered indefinitely.⁶⁰

The failure to establish his claims was a serious blow to Judge Symmes. Suits continued to be brought against him by persons who had purchased lands from him, but were now called upon to make additional payments to the Government. In 1802 while he was in New Jersey at least three separate suits were brought, and he was reduced to such straits that he was compelled to part with his homestead, Solitude, in order to secure bond.⁶¹ Other suits were brought in Ohio, and as he apparently had no money to meet the resulting judgments, his large holdings of land were seized and sold piece by piece by court order. Finally he died February 26, 1814, in great poverty. His will reflected the bitterness of his disappointment. Directing that the "few fragments of land" that he still possessed should be used to settle all claims against him, he denounced the "unjust claims" founded upon the "deepest conspiracy" which had destroyed the "earnings of a long, industrious, frugal and adventurous life." He had been treated, he declared, "with the blackest ingratitude" by the United States, as well as many private persons. But many of those who "now laugh at my calamity" . . . "would at this day be toiling in poverty had not my enterprise to this country, my benevolence on the property they have plundered from me have made them rich."⁶²

From the standpoint of personal profit, Judge Symmes had failed, but he had succeeded in the realization of his dream of a Western colony that would prove a strong mili-

⁵⁹ *Report of Levi Lincoln*, January 28, 1803, *Am. State Papers, Public Lands*, I.

⁶⁰ *Annals of Congress*, 12, 32, 82.

⁶¹ *Proceedings*, New Jersey Historical Society, 2d. Series, V. 36, 41.

⁶² *Will of John C. Symmes*, December 31, 1813, *Will Records, Hamilton County, Ohio*, 136, 46-47.

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tary and commercial outpost. Moreover, a matter which he himself overlooked, his disappointments had been due chiefly to his own shortcomings. From the early days his colony had suffered from his impetuous haste and his carelessness with regard to details. While he was seeking a readjustment of his boundaries that would include the Little Miami, he had taken grave risks in making grants and in receiving payments for lands to which he had not received a legal title. In this particular case he won his point, but later when he took the same chance in the squabble over the lands north of the patent of 1794 he lost. His own property disappeared in the general debacle that followed.

In the management of his propriety Judge Symmes was quite arbitrary and impetuous. He quarreled successively with Elias Boudinot and Jonathan Dayton, the two men who had extended him the greatest aid. His quarrels with Governor St. Clair, too, were most unfortunate. Necessarily the relations between the proprietor of so large a tract as the Miami Purchase and the head of the territorial government were difficult, but a little tact might have avoided any open rupture. Nor was Governor St. Clair altogether without justification when he protested against grants to land for which Judge Symmes held no legal title,⁶³ or insisted upon an adjustment of the college township.⁶⁴ The ill will which such contests aroused naturally reacted when Judge Symmes attempted to secure an adjustment of his claims by Congress. In characteristic fashion he could see but one point of view, and that one, his own. Judge Symmes suffered greatly, too, from lack of attention to details. While he himself was exceedingly industrious, he lacked the faculty of organization and with en-

⁶³ *Post*, pp. 147-148.

⁶⁴ *Post*, p. 185 (note 254). See especially *Jno. C. Symmes to Governor St. Clair*, November 29, 1800, *Draper Mss.* 1WW4, 5, Wisconsin State Historical Society.

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tirely too wide a sphere of action, he neglected the most important field. The consequence was endless bickering over land claims, personal hostility to himself as proprietor, and in the end the loss of the greater part of his property.

But if Judge Symmes temperamentally had serious defects as a proprietor, he also possessed characteristics that made possible the carrying through of his appointed task, the foundation of the Miami Purchase. Most notable was his persistence which, added to his unfailing optimism, pushed his enterprise ahead to success despite seemingly insurmountable obstacles. Another important quality in a pioneer was a fine sense of humor, which frequently crops out in his letters, and is shown, together with a philosophic acceptance of fate, notably in the one that describes the burning of his house March 1st, 1811, with practically all of its contents.⁶⁵ Incidentally Judge Symmes had an excellent literary style and a notable power of description, as is shown especially in the long letter, begun May 18, 1789, which narrates the incidents of the early days of his settlement,⁶⁶ and also in his impressions of Vincennes as it appeared in 1790.⁶⁷

In starting his colony, Judge Symmes was able to secure a large personal following from his home state of New Jersey. This tribute to the personal friendships he enjoyed was emphasized by the fact that his family connection followed him, together with many of his friends.⁶⁸ Also, the large number of Revolutionary veterans that came from New Jersey to the Miami Purchase was an eloquent testimony equally to the esteem in which he was held by his former brothers in arms, and to the success of his appeal

⁶⁵ *Post*, pp. 301-303.

⁶⁶ *Post*, pp. 53-95.

⁶⁷ *Post*, pp. 288-292.

⁶⁸ His only brother, Timothy Symmes, Judge of the Sussex County court, followed him to Ohio with his sons. Snell, *History of Sussex and Warren Counties, New Jersey*, pp. 180, 320.

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to these old soldiers to join him in his new enterprise. Indeed this appeal was characteristic of the many practical policies that Judge Symmes adopted in starting his new colony. This practical foresight he showed in the very beginning in the selection of a location for his grant. It was evident again in his plans to extend settlement into the interior, and in the encouragement he gave to groups, as at Columbia, that were bound together by ties of family or denomination.

In conclusion, it must be acknowledged that, in spite of many notably excellent personal qualities, Judge Symmes suffered greatly from equally striking defects of judgment, and lacked many of the characteristics essential to the proprietor of a large colony. But the entire proprietary system was at fault, and it was soon evident that a colony founded by a single person was really an anomaly under the American government. There was too much dependence upon personal qualities, and it was apparent that a people accustomed to govern themselves would not take kindly to so imperious a leader as Judge Symmes, especially when he possessed such large powers over the land. The early history of the Miami Purchase showed clearly that the old proprietary system of colonization was not adapted to American conditions, and doubtless the personal disappointment of Judge Symmes served to discourage other persons from undertaking similar enterprises in Western lands.

BEVERLEY W. BOND, JR.

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PART 1

LETTERS FROM JOHN CLEVES SYMMES

JOHN CLEVES SYMMES TO ELIAS BOUDINOT¹

Morris Town the 18th of july 1788.

Dear Sir,

Last tuesday I left New York despairing of settling my business to my mind with the commissioners of the treasury board, I cannot comprehend the grounds of their extreme hesitation to close on my terms, as I conceive no possible detriment could accrue to the United States—four thousand dollars and upward are paid more than the cost part of the first payment, and the Hon^{ble} Capt Dayton has lodged almost double the army rights that was required—²

On doing this and producing the treasurer's receipt for the certificates & Gen^l Knox's certificate for the bounty rights paid in, I applied to the board for leave to enter and survey the exterior lines & take the traverse of the Ohio & two Miami's, and lay before the Board a map of the country that we might the better govern ourselves with

¹ Elias Boudinot was much interested in Western lands, and especially in the Miami Purchase. He bought from Symmes a half right in the reserved lands, and had numerous claims elsewhere in the Purchase. As a former President of the Continental Congress, and a member of Congress under the new Constitution, 1789-1795, his influence was of great aid to Judge Symmes. Appleton's *Cyclopedia*, I, 327; Greve, *Cincinnati*, I, 145; also see numerous references to Boudinot in the *index*, and especially *post*, pp. 190-194.

² For Symmes' proposed terms, see *post*, pp. 29-30.

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regard to the line between the first Million and the residue of my first purchase; this seemed to be agreed the first day when the three commissioners only were present, but the secretary to the Board raised so many objections the second day that nothing was done, the gentlemen insisted that I should be explicit in my answer to their letter on the subject of boundary to the one million, which I was for that time obliged to decline.³

If I was confident that the East Jersey company⁴ would succeed I should be quite indifferent where the line was drawn between the first & second million so that Capt Benjamin Stites⁵ and others who have located on that side towards the little Miami was indemnified and saved in their locations— But I fear the success of the East Jersey company is not quite certain. I suspect others have their views upon the residue, as well as your company—the other

³ *Post*, pp. 31-32.

⁴ From the scanty available information, it appears that the East Jersey Company was made up chiefly of men from Elizabethtown and the neighborhood, including Jonathan Dayton, Elias Boudinot, and others who were also interested in the Miami Purchase. Its object was to secure a grant on the Little Miami, but there is no evidence that it ever progressed beyond the embryonic stage. See *index*, and especially, *post*, pp. 204-205.

⁵ Benjamin Stites, a native of Scotch Plains, New Jersey, migrated in his early manhood to Redstone Old Fort (Brownsville) Penn. In the summer of 1786, in the course of a trading expedition down the Ohio, he led a party in pursuit of Indians who had raided the Kentucky settlements. Pushing up the Little Miami as far as the present site of Xenia, Stites and his party crossed to the Miami, following that valley southward, then across to Mill Creek Valley, and down to the Ohio. This extensive trip so impressed Stites with the fertility of the Miami country that he determined to found a settlement there and secured the aid of Judge Symmes. *Ante*, p. 7. Before he left New Jersey Judge Symmes sold Stites warrants for 20,000 acres of land along the Little Miami. Landing at Columbia, November 18, 1788, Stites and his party founded the first permanent settlement in this region. His brothers, Hezekiah and Elijah, followed him to Ohio. Littell, *Genealogies of the First Settlers of the Passaic Valley*, p. 409; Greve, *Cincinnati*, I, 142-143, 174. As Stites' lands were not included in the contract which the Treasury Board agreed upon October 15, 1788, his claims became a source of much controversy, which was finally settled by the patent of 1794. *Post*, p. 31 (note 11); p. 32 (note 13); p. 147 (note 201); p. 166 (note 228).

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ground of my fear is the failure of raising the certificates necessary for the first payment, before accounts are transmitted by the first emigrants of the quality and geography of the country. These reasons induced me to aim at making a lodgment before any express boundary was stipulated. I still mean to attempt this— I have Gen^l. Knox's letter to Gen^l. Harmer to furnish me with a small detachm^t. of troops—⁶ If my progress is not arrested by the Board I shall soon make a lodgm^t. on the land.— In the mean time I shall confide in you and the other gentlemen composing the East Jersey company to ward off from me every measure that may tend to impede my establishing a settlement.

I rely most confidentially on the kind interposition of Capt Dayton and our other Jersey delegates, and I am much deceived if there be not many other gentlemen in Congress who wish to see a settlement established at Miami—

I should have called at Elisabeth Town to have consulted with you on this subject but the misfortune of my horse getting in Hackensack River with my saddle bags & papers detained me a whole day & made it necessary that I should hasten home in order to save them.

I was unhappy in not meeting with Capt Dayton in New York. I called every day, and the morning I left the City but he was not come over.

With regard to the Indents I have not been able to procure them.⁷ A list of the certificates paid I shall trans-

⁶ General Josiah *Harmer* was in command of the Western troops, 1784-1791, and was at Fort Harmer, at the mouth of the Muskingum when Judge Symmes established his settlement.

⁷ These "indents" were the warrants issued for the interest upon the U. S. certificates. The refusal of Congress to accept them in payment for Western land aroused strong protest. It also caused much confusion, since these coupons remained the property of the original owner, even after the certificates had been accepted in payment for land. So eager was Judge Symmes to sell his land that at first he offered to accept these indents,

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mit to Rob^t Morris Esqr in New York, who will pay the indents due as soon as the board will Issue their order for the payment thereof. I was promised them from week to week, but at length new objections were raised, that the certificates must be thoroughly examined as many counterfeits had been detected Among those paid in by the Ohio Com^a. I despair of receiving them soon but any order necessary for the purpose can be drawn by M^r Morris with whom I leave full powers of attorney. My daughter Mary Symmes is also competent to this business, she has equal powers with M^r Morris, their acts are severally valid—⁸

The Communication to & from Pittsburgh being now established by post, I beg every information respecting the business of the purchases in your power. I shall make a fair copy of all my papers touching that subject and transmit them to you. I intend sending my nephew from Miami next fall with accurate Maps of the country that you may be informed, of every fact necessary to facilitate the purchases & encourage emigration—

I would have rode down to Elisabeth, but no mortal was ever more hurried with business— I have even contracted several fitts of the ague & fever merely from fatigue. I have at length started off eight four-horse waggons and thirty people, & have now twenty five horses & as many

promising to return them if Congress persisted in its refusal to accept them for lands. *New Jersey Journal*, March 12 and 19, 1788, and also *index*, for numerous references on *indents*.

⁸ Judge Robert Morris, b. New Brunswick, N. J. 1745, and died there 1815, was chief justice of the Supreme Court of New Jersey, 1777-1779, and an intimate friend of Symmes who was an associate justice of the same court. *Post*, pp. 287-292; Appleton's *Cyclopedia of Am. Biography*, IV, 414. Mary (Polly) Symmes went West with her father and married Peyton Short of Lexington, Kentucky, McBride, *Pioneer Biography*, II, 228. The power of attorney mentioned here was not sufficient, and Judge Symmes executed another one in favor of Jonathan Dayton and Daniel Marsh. *Post*, p. 40.

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people feeding dayly at my private expence wherefore no delay can be admissible.

I shall do myself the honor to write Capt Dayton the first moment of leisure.

You will please to honor me with your commands in the west, & am with much esteem, Sir your very humble servant

Jn^o. C. Symmes

Hon^{ble}

Elias Boudinot Esqr.

JOHN CLEVES SYMMES TO JONATHAN DAYTON

Easton, the 22nd july 1788.

Dear Sir,

I think it my duty to transmit to you copies of some of the principal papers which relate to my negotiation with the Commissioners of the Treasury board, that you may not remain Ignorant of what has passed between us—

11th june 1788

copy

“Gentlemen meeting with some difficulties which attend
“obtaining of the general pleasure of the late Jersey line
“wi[th] regard to their bounty lands so as to procure that
“credit therefor in the discharge of my first payment in
“my late contract which I had premised to myself, I beg
“leave to relinqui[sh] my former purchase,⁹ upon condi-

⁹ For this petition, dated August 29, 1787, see Burnet, *Notes*, pp. 481-482. The original petition, together with fifty other important papers relating to Judge Symmes' claims, was in a bundle in the Senate Files. September 24, 1846, the bundle was withdrawn by the Symmes heirs, by express permission of the Senate and it has now disappeared. There is still a list of the documents with brief comments and in some cases short outlines. *Senate Files*, 4th. Congress, 2d. Session.

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“tion however, that your honor be pleased to enter into a
 “new Contract with me for a part of the same lands, of
 “one million of acres fronting on the Ohio, and extending
 “inland from the Ohio between the gre[at] Miami river
 “& the little Miami river the whole breadth [Ms torn]
 “the country from River to River, so far as to include on
 “a[n] east & west rear line one Million of acres, exclusive
 “of five reserved sections in every township, as directed
 “[Ms torn] the Ordinance of the 20th May 1785, and that
 “the present grant be made on the principles laid down by
 “the resolu[tion] of Congress of the 23rd of October
 “last.¹⁰

I have the honor &c
 J. C. S.

On my delivering the foregoing to the Commissioners of
 the board, Mr Osgood put into my hand the following
 copy,

“If army rights should be substituted for money in payment
 “of lands, Mr Symmes to satisfy the who [Ms torn] and
 “pay in one seventh part in army rights, his acco[unt] will
 “stand as follows

“ Dr. John C Symmes to . . 1.000.000 acres land is
666,666.⁶⁰ [dollars]
lawful
 “ Cr. by cash for 857.143 @ 4/ 571.428.⁶⁰
 by army rights 142.857 @ 4/ 95.238

“	<hr style="width: 100%;"/> 1.000.000	<hr style="width: 100%;"/> 666.666. ⁶⁰ dollars
---	--------------------------------------	---

¹⁰ This resolution authorized the Treasury Board to contract for the sale of public lands in tracts of not less than 1,000,000 acres. But no grant should have a frontage of more than a third of its depth upon the Ohio, the Mississippi, the Wabash or the Illinois Rivers. *Journals of Cont. Congress*, October 23, 1787, vol. 38.

2^d Congress of the 23rd of October 1871
 I have the honor to
 Mr. C. G. Symmes
 On my delivering the foregoing to the Commission
 of the Board Mr. C. G. Symmes put in to my hand the fol-
 lowing copy:
 "If army right should be substituted for money in
 payment of land, Mr. Symmes is to satisfy the whole
 and pay in one piece the part in army right, land
 will stand as follows
 Dr. John C. Symmes to — 1000.000 acres, land
 666666.66
 Cr. by cash for 857.143.24 ^{land} 571428.66
 by army right 142.857.24 — 99238
 1000.000 — 666666.66 add'n
 Dr. "C. Symmes to first payment 83.333.33 — 83333.33
 Cr. by cash 71428.57
 by army right — 11904.68
 83.333.33
 Have the matter voted for a few days, at long the
 received the following letter from the board.

LETTERS FROM JOHN CLEVES SYMMES

“ Dr. J. C. Symmes to first payment		
	83.333. ³⁰	83.333. ³⁰ [dollars]
“ Cr. by cash	71.428. ⁵²	
“ by army rights	11.904. ⁶⁸	
<hr/>		
	83.333. ³⁰	
<hr/>		

Here the matter rested for a few days, at length I received the following letter from the board—

copy,

“ Board of treasury june the 16th 1788
 “Sir, We are favoured with your letter of the 11th instant,
 “relinquishing your pretensions to a contract for two mil-
 “lion acres of land agreeably to the act of Congress of the
 “29th August 1787, and proposing one for a million of
 “acres to be entered into on the principles laid down by
 “the act of Congress of the 23rd of October last— We
 “cannot agree to the boundaries as you have proposed—
 “but are willing to contract with you for a Million of acres
 “within a tract bounded as follows, beginning at a certain
 “point on the north side of the River Ohio that shall be
 “found to be twenty miles distant along the courses
 “thereof,¹¹ from the mouth of the great Miami River,
 “thence up the Miami along the different courses of the
 “same to such distance that [Ms torn] certain point shall
 “be fixed due east from the same, from whence a direct line
 “running nearly parallel with the general direction of the
 “Miami, terminating in the aforesaid point on the ohio at

¹¹ This limitation of the frontage on the Ohio River to twenty miles is explained by *ante*, p. 30 (note 10). See also *ante*, p. 26 (note 5); *post*, p. 32 (note 13), and numerous references to Benjamin Stites in the *index*.

THE SYMMES CORRESPONDENCE

"the place of beginning [Ms torn] shall include one million
"of acres.¹²

" We request an early answer to this letter and
" are

Sir,

your most obedient humble serv^{ts}

Walter Livingston

Arthur Lee

"John Cleves Symmes Esqr.

The preceeding letter I delayed to answer 'till the 14th july tho I had frequent conferences with the board in the meanwhile, I wished to delay it until I had made a lodgement, but they insisted on an answer, which I found myself obliged to give [Ms torn] but not till I had effected what I called my first payment, as you will judge by the certificates I took from the treasurer as well for the army rights which you arranged with Gen. Kox [sic] [Ms torn] for the Certificates paid—¹³

Inclosed I send a copy of my answer to the board

¹² *Post*, pp. 33-34.

¹³ Under the original contract with the Treasury Board, Judge Symmes and his associates were to have 2,000,000 acres, for which they paid \$1.00 per acre, with an allowance of one-third for inferior lands, or a net price of 66-2/3c per acre. Payments were to be made in specie, or in public certificates, and one-seventh might be paid in military warrants issued to Revolutionary soldiers. Symmes agreed to make an initial payment of \$200,000.00, and an additional \$200,000.00 within a month after he received a survey. After this second payment he would receive a deed for 600,000 acres, and deeds for additional land as he made further payments. *Trenton Circular, Quarterly*, Ohio Hist. and Phil. Society 5, 83. By July 1788, Judge Symmes had paid altogether \$71,428.52 in certificates and \$11,904.68 in military warrants, or altogether \$83,333.20. *Certificate of McHillegas, Treasurer*, July 12, 1788 (copy) in Collection of Peter G. Thomson. Even before he had completed the initial payment Judge Symmes had issued warrants for land, notably to Benjamin Stites for 20,000 acres. *Miami Land Warrant*, April 30, 1788, and *Statement of John C. Symmes*, March 24, 1788, *Robert Clarke Mss.* 2, no. 7, Ohio Hist. and Phil. Society.

LETTERS FROM JOHN CLEVES SYMMES

copy,

New York the 14th of july 1788

Gentlemen,

Having been honored by the receipt of your letter of the 16th ultimo,¹⁴ beg leave in answer thereto to observe, that my ardent wish is to adhere to the banks of both the Miamis in the boundaries of the one Million of acres, as great inconveniences will arise to many of my associates if we are excluded the banks of the little Miami, but if this shall be deemed by you inadvisable, the geography of the country between the two Miamis is too little known to afford sufficient information on the subject to enable me to say at this time what line could with propriety be drawn from the river ohio to an imaginary point to be fixed somewhere between the two Miamis so as to include one million of acres adjoining the great Miami.

I am however willing to be governed by reasonable principles, and in order to treat with your honors on the question of boundary with that understanding which is so necessary, I beg the permission of your honorable board to enter the premises with a number of settlers, and survey the land, which I will attempt to effect in the course of this season, that an accurate Map of the country may be spread on your table on which you may delineate your pleasure.

In the first instance I will defray the expence of such survey, but shall expect a reimbursement of my expenditure from the United States, as the exterior lines of all their grants are to be run by them. In this I shall be much obliged if the geographer general may be instructed to appoint the surveyor to do this business.

I am content that for the present any further progress on my second application be suspended. I have paid what

¹⁴ *Ante*, pp. 31-32.

THE SYMMES CORRESPONDENCE

I consider a sufficiency both in Money and army rights to fulfil the first payment,¹⁵ and until we have better knowledge, I conceive any further stipulations of boundaries would be rather premature.

I have the honor to be gentlemen

Your most obedient humble servt.

Jn^o. C. Symmes

Hon^{ble}

Commissioners of the
board of Treasury of the United States

[Endorsed:] Copy of my answer to the Commissioners of
the treasury board on the one million of acres.

When I had laid all this before the board they [Ms torn]ll insisted that I should be explicit as to the acceptance of the terms they had proposed. I thought myself not warranted in doing this as Capt Ben. Stites and several others whose certificates are now in the treasury have located at the Mouth of the little Miami and have some weeks past gone out to make their settlements. I should be sacrificing them by the proposed boundary.¹⁶ If I was certain that the East Jersey company would succeed so as to retain the residue of the 2000000, and Stites & his company could be secured in the lands they have elected, I shall be quite indifferent where the line is drawn between me and the East Jersey company, for I consider the whole but as one concern in order to gain time, make a lodgement, reconoitre and survey the country that there may be certainty in all our proceedings—¹⁷

¹⁵ As he was asking now for only 1,000,000 acres, Judge Symmes assumed that only half of the original payments was due. *Ante*, p. 32 (note 13).

¹⁶ The distance along the Ohio, from the mouth of the Miami to that of the Little Miami is 34-3/4 miles. Hence the proposal of the Treasury Board for a frontage of 20 miles from the mouth of the Miami left out Stites' claim. *Ante*, p. 26 (note 5); p. 32 (note 13).

¹⁷ *Ante*, p. 26 (note 4); *post*, pp. 201, 231.

I beg to be your friendly inquirer in this
business. I think my letter to the board cannot
be deemed an unimportant one, or trifling —
An accurate map of the land would enable
us all to talk intelligibly about the matter,
whereas at present the distance & bearing of one
river from the other is mere conjecture.

I forwarded to you $\$$ s. yesterday five army
rights, one of whom is charged is Peter Constant
Capt. two to Gen. Cropper, the others I forgot.
Enclosed you have an application of a Lieut.
in Pennsylvania line, to Gen. Knox to bestow
his bounty lands with us at Miami.

Most of my company have crossed the
Delaware, all in health & high spirits.

I shall do myself the honor to write
you often, and beg that you will oblige
me frequently with remarks on my
of life to me; let the concerns of Miami
be first communicated, and after that
a dish of politics if you please.

I beg my best respects to Mr. Dayton
and remain with much regard,

Yours humble servant
John Cleves Symmes.

For the Hon. Jonathan Dayton Esq.

P.S. I was four times at your lodging in N.Y.
to see you but could not.

I have written Mr. Edgar Bondurant a line which
I wish must be careful of our Miami business.

LETTERS FROM JOHN CLEVES SYMMES

I beg Sir your friendly interposition in this business, I think my letter to the board cannot be deemed an unreasonable one, or trifling—

An accurate map of the land would enable us all to talk intelligibly about the Matter, whereas at present the distance or bearing of one river from the other is mere conjecture.

I forwarded to you sir, yesterday five army rights one of whom belonged to Silas Condict Esqr. two to Jn^o Craf-ford, the others I forget. Inclosed you have an application of a Lieut. in Pensylvania line, to Gen^l Knox to be allowed his bounty land with us at Miami.

Most of my company have crossed the Delaware, all in health & high spirits.

I shall do myself the honor to write you often, and beg that you will oblige me frequently with such remarks as may be of use to me, let the concerns of Miami be first communicated, and after that a dish of politicks if you please.

I beg my best respects to M^{rs} Dayton and remain with much regard,

Sir your humble servant

John Cleves Symmes.

Hon^{ble} Jonathan Dayton Esqr.

N. B. I was four times at your lodging in N. Y. to see you but could not.

I have wrote M^r Elias Boudinot a line already ¹⁸ I wish him to be careful of our Miami business.

¹⁸ *Ante*, pp. 25-29.

THE SYMMES CORRESPONDENCE

JOHN CLEVES SYMMES TO JONATHAN DAYTON ¹⁹

Pittsburgh, August the 21st 1788

Dear Sir,

Yesterday I arrived at this place from Devours ferry 35 miles up the Mononga[he]la where I embarked my people & baggage, my horses I have sent across the country to Wheeling where I shall embark them on my arrival at that place & proceed directly to Muskingum.²⁰

I was last evening honored by the receipt of your favour of the 4th Inst. It was handed me by Capt Schuyler the commandant at this post.

I shall now Sir attempt a brief answer to both your letters,²¹ but can do it much better after I have been on the Miami lands, as I shall then be master of the subject which at present I do not pretend to be so far as relates to the boundary line to be drawn.

It gives me extreme pain that any of my good friends should be *uneasy and discontented* that I should venture on the lands before every minutia of the business was settled with the Hon^{ble} Commissioners of the treasury board. I have their express terms and proposed boundry, and while I keep myself within their own proposed limits no exception can possibly be taken by them. It is me Sir that will have cause of complaint if I confine myself to the twenty miles front and not the Hon^{ble} Commissioners, surely therefore they will never think of dislodging me from the ground which themselves have proposed for our settlement, I shall always have the caution not to exceed what I have their concurrence to, the land they grant I accept, but I think I

¹⁹ For Dayton's answer to this letter, see *post*, pp. 197-203.

²⁰ I.e. to Fort Harmar at the mouth of the Muskingum, where Judge Symmes expected to secure the troops that were necessary for the protection of the new settlement. *Ante*, p. 27 (note 6).

²¹ Neither of these letters from Dayton has been found. Ed.

LETTERS FROM JOHN CLEVES SYMMES

ought to have more, but still I shall confine myself till that question is settled. I thank you Sir for your kind interposition with the two Hon^{ble} Gentlemen of the board, I am sure however that those two gentlemen could not with propriety charge me with *impropriety of conduct*, when I told them expressly that I could not give a full and definite answer to their letter to me on the subject of boundary, but that I would answer it conclusively as soon as I was able to inform myself and them of the meanders and courses of the Ohio and great Miami. This I expect a very short time will do.²²

The other ground of *discontent* which you mention relating to the drawing of the Indents, if it is a ground of uneasiness, I must ask pardon for, and hope I shall obtain it when gentlemen consider that If I had empowered twenty characters to have drawn, not one of them could have received an Indent in several weeks after my departure from Jersey, as the treasurer informed me that all the certificates must be examined & checked and methodized according to the rules of the office before any Interest would be paid thereon, add to this, that if they had their Indents they would be almost useless to them until the new government is in operation when they may be taken for taxes, and that tho I was out of Jersey yet I was not out of the world, nor beyond their reach if I criminally delayed to do them justice on the score of their Interest. I hope that by this time all their apprehensions have vanished if Gen^l. Ogden²³ has reached Elisabeth Town, as he bears to you

²² This defense is rather weak, for Judge Symmes had already acknowledged that the warrants issued to Stites were for land that lay outside the boundary that the Treasury Board proposed. *Ante*, p. 34 (note 16).

²³ General Matthias Ogden, a Revolutionary veteran from New Jersey, married Hannah Dayton, sister of Jonathan Dayton. In partnership with his brother-in-law he became one of the proprietors of the reserved lands. Appleton's *Cyclopedia of Am. Biography*, IV, 561; Clayton, *History of Union and Middlesex Counties, New Jersey*, p. 241; *post*, pp. 228-229.

THE SYMMES CORRESPONDENCE

Sir and Mr Marsh ²⁴ ample powers for the purpose.²⁵ I should have hoped that my apology to Elias Boudinot Esqr wrote at Lebanon would at least have induced a suspension of censure until I had been wrote to on the subject.

I am sorry that any are mortified at my *appointment of judge*,²⁶ I hope my conduct in my judicial capacity will extinguish those unfavourable sentiments which *some respectable characters* may have towards me, the *prosecution of my contract*, is what I should have hoped would have given pain to no man, if some are however offended and disappointed thereby, the only revenge I wish to have against them is, that they may have equal success in their views attended with equal calumny & censure, and I have pretty good security for this if they undertake to do business for Many.

My appropriation of a township at the confluence of the two rivers, and the mode adopted by me for the disposing

²⁴ Daniel Marsh lived at Rahway, New Jersey, where his family had settled as early as 1695. He was one of the most active of Judge Symmes' agents in New Jersey in selling lands in the Miami Purchase. Clayton, *History of Union and Middlesex Counties, New Jersey*, p. 244; *New Jersey Journal*, November 26, 1788; *Accounts of Daniel Marsh*, July 5, 1789, New Jersey Hist. Society, Mss. A314-24.

²⁵ Aroused by a rumor that Judge Symmes intended to seize the Miami lands before he had completed his contract, certain members of Congress proposed a resolution directing General Harmar to dispossess him. Boudinot and Dayton finally reassured Congress, but it was necessary to complete the contract as soon as possible, and as the powers of attorney sent to Judge Morris were insufficient, Judge Symmes now sent these further powers to Jonathan Dayton and Daniel Marsh. Burnet, *Notes*, p. 414; *List of Symmes Papers, Senate Files*, 4th Congress, 2d. Session; *post*, p. 201 (note 11).

²⁶ John Cleves Symmes was appointed one of the judges of the Northwest Territory, February 19, 1788, and Rufus Putnam, one of the most influential men in the Ohio Company, also was appointed a judge, March 31, 1790. As the judges exercised final jurisdiction in land disputes, these two appointments caused much criticism. *Journals of Cont. Congress*, February 19, 1788, vol. 38; *Annals of Congress*, I, 64; *Proceedings*, New Jersey Historical Society, 2d. Series, V. 23, 26, 43 (note VI).

LETTERS FROM JOHN CLEVES SYMMES

of the same,²⁷ I then did, and do still conceive to have been my province alone and of which no one can with propriety complain, nor do I consider myself under obligations to explain, I am however sorry that I cannot please every body, for I always did take the greatest pleasure in pleasing where it was possible.

You pain me most of all Sir, by the unnecessary apology which you make for writing with freedom, confiding in you as I do Sir, the least reserve in you on the Subject would have hurt me more than any aspersions which may be thrown on me by such as would triumph in my misfortunes, I assure you Sir that I consider you and Mr Marsh as my friends who would willingly serve me where you had no interest of your own in view, but as your interest and in fact the interest of every purchaser is inseparately connected with mine, I confide in the friendship and care of both of you with every assurance of not being disappointed.

²⁷ In addition to the first entire township between the Ohio and the Miami, this reserved land included the fractional townships to the Miami on the north, to the Ohio on the south, and between the two rivers on the west. The entire tract contained over 40,000 acres of the most fertile and accessible land in the Miami Purchase. Before he left New Jersey, Judge Symmes sold Elias Boudinot, a one-half interest in this reserved land for £200 with the stipulation that it should be subdivided until there were twenty-four shares in all, each new proprietor paying, by a rather complicated process, £200 to the joint account of those who had already bought shares. Each of these twenty-four shareholders would then be entitled to a square within Symmes' proposed city, and a proportionate share in the sales of the remaining reserved lands outside the city. *Agreement between Jno. C. Symmes and Elias Boudinot*, March 12, 1788, *Records of Hamilton County*, B 2, 107-109. The reservation of this land was one of the causes of the hostility that arose against Judge Symmes in New Jersey. *Ante*, p. 13. The reserved township, the second one in the second fractional range, Judge Symmes offered later as a college township. *Memorial of John Cleves Symmes*, January 30, 1802, *Quarterly*, Ohio Hist. and Phil. Society, 4, 6-9. See also: *Trenton Circular*, *Ibid.* 5, 89; Burnet, *Notes*, pp. 493-494; *post*, p. 184 (note 253); *index for reserved township and board of proprietors*.

THE SYMMES CORRESPONDENCE

As to your observations on the inexpediency of making a lodgment without the fullest assurance of the friendship of the neighbouring Indian tribes, I can better reply after I have consulted Generals St. Clair & Harmer, and seen a little of the treaty,²⁸ but believe me Sir, that in my opinion a settlement can never be made without some opposition, *disaster*, I expect, if I can prevent a defeat it is as much as I hope for the first year.

My late powers to you & M^r Marsh I hope will remove all apprehensions with regard to titles or completion of contract so that purchasers can no longer be (if they have been) in a precarious situation.²⁹

As to locating your rights Sir you may depend on my advising M^r Ludlow³⁰ as far as he thinks proper to consult me, but I fear he will be rather late on the ground, as he tells me that he has to traverse the River Ohio from Muskingum to Scioto before he can go down to Miami, which I think will bring Christmas or near it, in which case you may suffer a little perhaps, but as to the four sections on the Ohio or rather your three & M^r Clarks one, which

²⁸ Governor St. Clair opened a council with the Wyandots, the Delawares, the Ottawas and the Chippewas at Fort Harmer, December 15, 1788. A treaty was made January 15, 1789, which opened up for settlement the land east of the Miami, including of course the Symmes Purchase. *Am. State Papers, Indian Affairs*, I, 6-7; *St. Clair Papers*, ed. Smith, I, 156.

²⁹ *Ante*, p. 38 (note 25).

³⁰ Israel Ludlow, born in Morris County, New Jersey, was the most prominent surveyor in the early period of the Miami Purchase, and became a leading citizen of Cincinnati. In 1787 he was appointed to survey for the government the land that had just been purchased by the "New Jersey Society." He went West in 1790, but as a result of the Indian troubles, and the difficulty to secure an adequate military escort, he did not leave Fort Harmer until October 20, 1791. By May 1792, he had surveyed at least a part of the Miami Purchase. This delay accounts partly for the confusion in the first few years with regard to boundaries. Later under the Treaty of Greenville, Ludlow surveyed the boundary of the Indian country. With Matthias Denman and Robert Patterson he was one of the original proprietors of Losantiville (Cincinnati), and was also one of the first settlers. He took part, too, in the founding of Dayton. Steele, *Early Dayton*, pp. 213-217; Greve, *Cincinnati*, I, 184.

If I remember you told me M^r Clark had relinquished to you, those are assuredly safe to you—

Doctor Cutler brings me the news of New York's having adopted the Constitution.

Now for your second letter.

Col. Ogdens having been with me, and what passed between us supersedes the occasion of replying to any remark until you come to the question to whom you should apply for the balance of your certificates due you?— Be pleased Sir to draw on M^r John Philips in Maiden head for several thousand dollars which he now has in his hands for warrants which he sold to Col. Shrieve, John Pope and some others, I wish these to be drawn out of M^r Philips's hands, as he has been negligent in forwarding them to me while in Jersey tho I sent often for them. I concluded that he had returned them to the Owners, but Col. Shrieves who is in this country tells me that the certificates are yet in the hands of M^r Philips—M^r Philips married the daughter of Col. Joseph Philips.

I beg Sir that you will make out your account against me, state the certificates I have received, and how much you would have in land, and for the balance if you do not draw a sufficiency therefor from M^r Philips I will transmit it to you for I have some thousand now in my hands which I brought from Jersey— If you wish to have more warrants they shall be made out on your order to M^r Ludlow or any one else authorised to receive.

Prospects are fair touching the treaty ³¹ so far as relates to the six nations the Delawares, Wiandots & two or three other tribes who for the most part have been generally friendly, but as to the several tribes on the Wabash & Miami waters I do not learn as yet that there is a gleam of hope, and these are the Indians that have been hostile.

³¹ *Ante*, p. 40 (note 28).

THE SYMMES CORRESPONDENCE

Gen^l Butler ³² told me yesterday that he expects that the Influence of the treating tribes will induce & awe the hostile ones into pacific measures, but this is more than I can as yet look for, the western Indians are more out of our power and dependent on the English, therefore neither Interest nor fear can bring them to the treaty, time will shew whether my conjectures have any foundation, nor do I promise myself much, even tho every tribe promised every thing we requested.

I have never Issued any warrants on Military rights, no rank whatever could make their bounty tally exactly with my warrants, there would always be a balance one way or the other.

This is remedied by the appropriation of the third entire range of township being wholly to the use of the army, ³³ extracts from the books of the war office will be all the warrants that will be necessary, but the disposition of the Military range of townships I never did conceive to be my province, the range is elected, Subdivisions I expect will be made under the direction of a committee of the Military gentlemen in which I shall have no agency at all, whether the Subdivisions are by choice or by lot is not for me to decide, this question will be settled in Jersey before the committee proceeds to the land. The third range will remain sacred to the army, no one will presume to locate therein any more than in the reserved township, a very fine

³² General Richard Butler, a native of Ireland, made a distinguished record as a Revolutionary soldier. January 3, 1786, he was appointed one of the three commissioners to negotiate a treaty with the Indians at Fort Finney. He commanded the right wing of St. Clair's army and was killed in the battle. Appleton's *Cyclopedia of Am. Biography*, I, 480; Jones, *Fort Washington*, p. 34 (note 46).

³³ The third range in Symmes' purchase, as it was finally laid out, was conveyed to Jonathan Dayton in trust for the holders of military warrants. Burnet, *Notes*, p. 418; *Map of Symmes' Purchase*, Ohio Hist. and Phil. Society; *post*, p. 226.

LETTERS FROM JOHN CLEVES SYMMES

range it is too as I learn from some gentlemen in this place who have been frequently over the whole tract.

Having gone expeditiously through your last letter, give me leave Sir in my turn to complain a little of the proprietors of the Reserved township,³⁴ they have sent me out almost unassisted by any of them, not one in six of them have made any provision for building or for defence, the success of the City depends on the rapidity of the first, and the whole settlement on the spirit of the last. If the proprietors do not begin to build strangers never will, and we may talk of treaties as we please, I am certain that we must fight or leave the ground. I have been at one hundred pounds expence in preparing for fighting, I beg therefore that you will urge the proprietors of the City to forward materials for building, and each contribute a little towards forwarding supplies of amunition, it is too unjust to drive me to all that expence, and we are not to expect amunition from the United States.

I shall do myself the honor of writing you from Muskingum, but shall never be able to fill a volume till I come to Miami.

I beg my best respects to M^{rs} Dayton & family—

I have been received with much civility by the gentlemen at this Town. I leave it tomorrow morning. The river is in a fine state for navigation, the day I arrived a rain fell which filled its banks.

I broke seven axeltrees on the road, had much rain, the roads bad, and my people a little ungovernable. I have been obliged to be a little austere in some instances—

Polly Symmes³⁵ has been agitated with different passions on the road, hope, fear, sorrow, joy, bad roads and sometimes good company has made her tour a mere comic-

³⁴ *Ante*, p. 39 (note 27).

³⁵ *Ante*, p. 28 (note 8).

THE SYMMES CORRESPONDENCE

tragedy. She finds the ladies in Pittsbrough extremely polite & agreeable, and regrets that she must leave them so soon.

I have the honor to be Sir
with much regard & esteem
Your most humble servt.

Hon^{ble} John C. Symmes

Jonathan Dayton Esqr.

I beg my respectful compliments to all the gentlemen with whom I have the honor of an acquaintance who condescends to enquire after me of you

J. C. Symmes

[Addressed:] The Hon^{ble} Jonathan Dayton Esquire, Delegate in Congress, New York, per post from Pittsburgh

JOHN CLEVES SYMMES TO JONATHAN DAYTON ³⁶

Dear Sir, Limestone, October the 12th 1788.

On the 22nd Ult. I landed at Miami, & explored the Country as high as the upper side of the 5th range of townships. I found the country generally very good, the worst of the whole tract lies towards the little Miami where the hills rise very high and are many of them stoney and some sunken low lands subject to be much flooded, the soil however is good in all parts, the Military range ³⁷ I think equal to any range in the purchase, and so good that I beg you and M^r Marsh to close the business of receiving any more Military rights, as I can do much better by selling what may be left for certificates.

I candidly think that the Military range especially towards the great Miami is positively worth a silver dollar the acre in its present state— Pray Sir be attentive to this business, those military gentlemen who have come into

³⁶ For Dayton's answer, see *post*, pp. 207-210.

³⁷ *Ante*, p. 42 (note 33).

Top
Judge Symmes
Disclaiming all interference Aug. 21. 88
(with the 34th military range)

THE Hon. Jonathan Dayton Esq.
FREE

Respect in Congress
New York

Address of Letter, John Cleves Symmes to Jonathan Dayton, from Pittsburgh, August 21, 1788. Endorsement by Dr. Dayton.
Collection of Peter G. Thomson.

LETTERS FROM JOHN CLEVES SYMMES

my purchase before they knew the quality of the 3rd range richly merit the good luck they are sure of—but those who have not already come in with their applications, must not think hard to be utterly excluded, and after this comes to your hand, I do utterly exclude all such, for I am certain that the gentlemen returning to Jersey will make known the goodness of the Military range which is unfair to the first applicants.

I have made ample provision for my second payment by sales since my arrival in this Country. I have sold to Doct Douner from Boston who was sent out by a number of gentlemen for the purpose, to the amount of fifty nine thousand five hundred & twenty dollars, to Col. Stelle³⁸ from Rhode Island to the amount of twenty six thousand six hundred & sixty six dollars & 60/90 To M^r Morris Witham from the Province of Main in New England to the amount of seventeen thousand six hundred dollars, all of which sums are to be paid into the treasury of the United States between the first day of next may & October, I have sold to M^r Denman M^r Halsey and M^r Stites by different sales to the amount of forty thousand dollars more to be paid by the first of june next.³⁹ In addition to this the Kentuckians have contracted for ten or twelve townships but of their remittance I have no great expectations as both specie & certificates are very scarce in these parts—all the fore mentioned gentlemen have been over the land & know the ground they bargain for.⁴⁰

³⁸ Eventually after a great deal of bickering, Stelle failed to meet his payments to Judge Symmes. Yet he advertised in the New Jersey newspapers that he had for sale 20,000 acres of Miami land. *New Jersey Journal*, January 17, 1789, and following; *Brunswick Gazette*, December 30, 1788.

³⁹ Judge Symmes was over optimistic as usual, and eventually many of these purchases failed to materialize. See *index*, under the names of these different purchases and especially see *post*, pp. 51, 100, 119-120, 208, 215-216, 221.

⁴⁰ The Kentuckians greatly disappointed Judge Symmes, especially when the time came for actual payments. *Post*, pp. 52-53, 70-71.

THE SYMMES CORRESPONDENCE

I have taken the meanders of the rivers so far as to discover that there will not be one million of acres in the whole of my first purchase exclusive of reservations or to a line equally north with the north boundary of the Ohio Companys line, of this M^r Ludlow who surveyed for me is fully persuaded, the two Miamis are much nearer in land than was Imagined, of this I expect to give demonstration to the Hon^{ble} the Commissioners of the treasury board in a few weeks after I return again to Miami.

I shall enclose copies of my contracts with the three New England gentlemen to Rob^t Morris Esqr New York, where if you will be so kind as to call you can see them, there is much writing in them or I would have done myself the honor of transmitting other copies to you and M^r Marsh—

I shall beg leave to trouble you with a survey of the Ohio river between the two Miamis, and 10 miles up the great Miami & 13 miles up the little Miami—

I attempted to run down the great Miami from the fifth range, but being escorted by the people of Kentucky, they became disorderly & left me about one half of them & after runing down seven miles the rest would needs go home, and for that time disappointed me. I shall however soon attempt it again, two men deserted me back in the country, & one of them M^r Filson publisher of the Map of Kentucky was killed in three hours after he left us, by a single Indian.⁴¹

I beg Sir that you will wait on the treasury board & lay before them the map I herewith enclose, the extent of the

⁴¹ John Filson, a native of Pennsylvania, came to Kentucky, and published in 1784 his *Discovery, Settlement, and Present State of Kentucky*, with a map of this region. Filson was a partner in the Losantiville enterprise, but he died before settlement was actually made. He was probably responsible for the rather fanciful name Losantiville. There has been much controversy over the actual facts of his death. *Quarterly*, Ohio Hist. and Phil. Society, XVIII, 96-97; Greve, *Cincinnati*, I, 163-164; *John Filson*, ed. Durrett, *Filson Club Papers*, I, especially pp. 1-34.

LETTERS FROM JOHN CLEVES SYMMES

distance from the mouth of one Miami to the other is 27 miles & 38 chains, 10 miles up the great Miami and 6 miles up the Ohio the distance from the Ohio to the great Miami is not more than $1\frac{1}{4}$ mile, so that the mean distance from one Miami to the other is not more than 20 miles at the Mouth & some way up on an east & west line and they tend much nearer back as the hunters of this Country inform me. As yet I have no certainty of being favoured with troops, General Harmer gave me some encouragement, but still they are delayed, and I do not wish to make a lodgement of property on the ground until I have some men that may be depended on. Pray if you have good opportunity shew to General Knox the necessity of a guard if it be but a small one—

I beg my most respectful compliments to M^{rs} Dayton & your fathers and Brothers families and all my acquaintances in Elisabeth Town—

I shall write to M^r Marsh concerning the City, & must refer you to him for my observations thereon.

The Indians are perpetually doing mischief in Kentucky I believe one man a week fall by their hands.

I hope that Government will not forever bear with their Insults, I know they may easily be chastised.

I met with one Camp when up the great Miami but would not suffer them to be hurt tho they were in our power, this the Kentuckians thought unpardonable in me, but I was not willing to interrupt the treaty in the least.⁴²

I have the honor to be respectfully

Sir your humble servant

John C. Symmes.

[Addressed:]

The Hon^{ble} Jonathan Dayton Esqr.

Elizabth Town

⁴² *Ante*, p. 40 (note 28).

THE SYMMES CORRESPONDENCE

JOHN CLEVES SYMMES TO JONATHAN DAYTON

Limestone, November the 25th 1788.

Dear Sir,

I have had the honor of receiving your favour of the 12th of September, which embarrassed me much for a few days, but yours of the 22nd ultimo followed so soon after ⁴³ that my apprehensions of misfortune raised by the former were dispersed in a great measure by the latter, it is not yet a week since I received the first and had not prepared an answer thereto when that of the 22nd Oct. appeared and seems to render any remarks on the extraordinary part acted by the Hon^{ble} the treasury-board unavailing and unnecessary, not to add that tho I wished to dwell ever so long on that disagreeable subject I have not the time, not having had the least intimation of this opportunity [sic], till Capt Beaty called on me this evening on his way up the Ohio, intending for New York— I shall therefore pass the whole in silence till I come to that paragraph where you intimate that a more full power of attorney is necessary,⁴⁴ this I shall certainly do as soon as I meet again with one of the judges you mention before whom I shall acknowledge it— I thank you for the copy of the one I sent you by Gen^l Ogden, and beg leave to observe that I have the highest confidence in your friendship and integrity to serve me, and I am sure it will be with ability. Whatever you do together with M^r Marsh, I should confirm & ratify had I any choice left, but in your negociations [sic] with the treasury board it seems that I have none—

I sign and re-enclose what M^r Boudinot requires to invalidate the indorsement he made of 1033 dollars on my

⁴³ For these two letters from Dayton, see *post*, pp. 197-207. For Dayton's answer, see *post*, pp. 210-213.

⁴⁴ *Ante*, p. 38 (note 25); *post*, p. 201 (note 11).

LETTERS FROM JOHN CLEVES SYMMES

obligation to him—⁴⁵ You shall have a map & description of your four sections as soon as possible, but I have not as yet surveyed any of the sections— With regard to your military rights, I do not pretend to superintend the business of the military range, I think it will be proper that some persons be sent out to divide and allot that range among the military gentlemen, all I say of it is that it is a most excellent tract of land— Your enclosed account I think is accurate & just, the balance is at your election either in land or certificates—

Your letter of the 22nd Ult announces to me Sir that you have closed the contract and executed an instrument of writing which I hope in future will authorize others to construct as well as the hon^{ble} board with whom we have had to negotiate so difficult a piece of business—⁴⁶ Whether your conjectures are right with regard to the alteration you have effected with much trouble in making the first locations, to me is not quite so clear, the lands bordering on the great Miami are certainly much superior to those approaching nearer to the little Miami,—by taking the full amount of the two first payments across the whole breadth of the grant throws an over proportion of military lands, if the 3rd range be kept for that purpose, into that portion which is to be occupied on the two first payments, a seventh only being the mean— But what seems to be conclusive

⁴⁵ *Post*, p. 202.

⁴⁶ *Post*, pp. 204-205. This contract, signed October 15, 1788, by the Treasury Board and Jonathan Dayton and Daniel Marsh as agents for John C. Symmes, was for 1,000,000 acres. It provided for a frontage along the Ohio of twenty miles from the mouth of the Miami, thus not including Stites' tract at the mouth of the Little Miami. Symmes was to have immediate possession of 123,297 acres, in view of the payments he had already made. *Ante*, p. 32 (note 13). After a second payment of \$82,198.00 he would receive a patent for 246,594 acres in all. Payments were to be in specie or U. S. Certificates, of one-seventh in military warrants as in the previous contract. *Records of Hamilton County*, V2, 55-59.

THE SYMMES CORRESPONDENCE

evidence of the Banks of the great Miami's being more eligible that [sic] the lands more interior is, that the purchasers of this country *prefer* chuse the lands in the 11th & 12th ranges bordering on the great Miami in preference to the second township from that river in the sixth range.

I acknowledge with pleasure my obligations to you for staving off for the present any contract for the residue of the land between my Northeast line and the little miami—⁴⁷ I have already mentioned to you in my letter by M^r Denman ⁴⁸ that I do not believe that there is much over plus land between the Ohio & what I in my first contract premised as my northern boundary line or the same with the Ohio company's—the amazing doubleing of the g. Miami upon the Ohio strikes off from the formerly supposed breadth of the tract so considerable a part, that if you square the tract at right angles with the two Miami's it will not by the information of hunters prove to be more than 20 miles in their widest separation, this will carry a milion of acres far back— I am in a sad dilemma with regard to M^r Stites,⁴⁹—his influence in the redstone settlements and connection with M^r Ganoe's family,⁵⁰ & they

⁴⁷ Doubtless this reference is to the East Jersey Company. *Ante*, p. 26 (note 4); *post*, p. 204.

⁴⁸ Matthias Denman, born at Springfield, New Jersey, served during the revolution as a minute man. He bought up a large number of Revolutionary land warrants and located extensive tracts in Coshocton, Licking and Fairfield Counties, Ohio, and in northern Kentucky. In addition Denman was much interested in the Miami Purchase, where his most important holding was one of 800 acres opposite the mouth of the Licking River, the site of Cincinnati. September, 1788, Denman came West to look over his lands, and was one of the original party that landed at Losantiville (Cincinnati) December 28, 1788. He returned very soon to New Jersey, but always retained a great interest in Western lands. D. F. Denman, *Sketch of Matthias Denman*, Ohio Hist. and Phil. Society Mss.

⁴⁹ *Ante*, p. 26 (note 5).

⁵⁰ John S. Gano was born at Morristown, New Jersey, the son of a prominent Baptist minister. He was one of the original settlers at Columbia, and became a very influential citizen. *Quarterly*, Ohio Hist. and Phil. Society, XV, 3-4.

LETTERS FROM JOHN CLEVES SYMMES

with the baptist which are the more numerous sect of christians in this country, is such that he has been able to embody about sixty men many with their families who expect to settle at the mouth of the little Miami on the sixteen sections which he had located there.⁵¹

I have this day sent down the river two surveyors, one to each Miami with about thirty men who goe down with them, their business is to traverse both those rivers up to the distance of 60 miles upon a direct line from the Ohio, whether they will succeed is uncertain, the two surveyors are both celebrated partizans, and have been long used to surveying in perilous places. When I obtain their report I will furnish you with a further map of the country by which you may better determine whether my desire to be better informed of the geography of the tract was well or ill founded—

I trust Sir that by this time my letter by M^r Denman must have reached you, by which you will learn that I have already made provision for the second payment which I expect from the three New England gentlemen Mes^{rs} Douner, Stelle & Witham to which will be added a considerable amount in certificates by M^r Mat^s Denman, Israel Ludlow & Joseph Halsey⁵² who have all been on the ground—I have other resourses of considerable expectations West of the Alegany mountain, but believe these tho in some measure sure will be more dilatory, the purchasers having to part with land, and stock in order to raise specie where with to purchase certificates— But communications shall never be wanting to you whereby you shall be fur-

⁵¹ *Ante*, p. 34 (note 16). This is an interesting comment upon the group settlement which was so common in the early West. Beside Benjamin Stites and John S. Gano, there were four other Baptists among the first settlers at Columbia, and here the first Baptist Church in Ohio was organized, January 20, 1790. Dunlevy, *History of the Miami Baptist Association*, pp. 9-11, 17; see also *post*, p. 212.

⁵² *Ante*, p. 45 (note 39).

THE SYMMES CORRESPONDENCE

nished with every minutia of the soil & productions, with maps & plats as soon as they may be obtained, in order to invite purchasers & associates along the Atlantic, tho I believe they will need very little courting after the report of the late Jersey travellers from this country.— You say “the strokes lately made by the savages upon two or three of your parties” this Sir I do not understand.

Mr. Filson deserted me when at Miami and in three hours after was shot—he then was not of my party—he would have been safe had he been.⁵³ I know of no other stroke against Miami adventurers—the Kentuckians to be sure suffer daily. How the treaty succeeds at Fort Harmer I have not as yet been advised, my last letter was of the tenth Inst—Brant⁵⁴ was then at the falls of Muskingum with many Indians—

I ask your pardon for refering you to the treasury for a copy of the list of the proprietors of certificates, the books were left at the office many days for the express purpose of copying them as I thought & till you informed me otherwise I really believed they had been copied there—I have the originals with me, and will have them copied fair and truly, and transmitted as early as possible which cannot be long first [sic] if they come by the Pittsburgh post.

Major Platts order for three thousand dollars in indents is just— I thank you that you answer it—⁵⁵

If the locating of seventeen townships by the people of Kentucky are marks of their approbation & encouragement have it in my power to say they countenance me much—Major Hinchton with about 300 more have promised me to make a lodgement and piket in a station sixty miles up

⁵³ *Ante*, p. 46 (note 41).

⁵⁴ Brant was probably a son of the celebrated Mohawk chief, Joseph Brant. Hildreth, *Pioneer History*, pp. 234 ff; *St. Clair Papers*, ed. Smith, I, 156-157 (note 3).

⁵⁵ *Post*, p. 206.

LETTERS FROM JOHN CLEVES SYMMES

the Great Miami if I will be a little patient with them till they can raise the purchase money— I wish they had certificates equal to their propensity to purchase.⁵⁶ I should certainly be able to pay to the treasury the last farthing by next March—

I have neither time to correct nor to copy fair, this such as it is comes with due acknowledgements

from Sir your much obliged
very humble servant

John C. Symmes

[Addressed:]

The Hon^{ble}

Jonathan Dayton Esqr.

delegate in Congress, New York

Honored by Capt Beaty

JOHN CLEVES SYMMES TO JONATHAN DAYTON ⁵⁷

Northbend, May the 18th 19th & 20th 1789.

Dear Sir,

I am sure that you begin to be impatient to hear from Miami. I shall therefore give you a short history of my efforts to carry into effect what I had premised before I left New Jersey, in the settleing of this purchase. In doing this I have not succeeded fully to my expectation; but I am very far from despairing.

Whether I was premature and rash in the attempt of so considerable a purchase and settlement, or have not made my calculations on well founded principles; or whether it is, that I have those who endeavour to defeat my views, either from Interested or envious motives I know not, but certain it is, that I have had the mortification to conflict, not only with those from whose malevolent

⁵⁶ *Ante*, p. 45.

⁵⁷ For Dayton's answer, see *post*, pp. 218-234.

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disposition I had no right to expect anything better; but from those in office and power, unexpected obstructions have been thrown in my way. And tho I have not been actually hindered from a settlement, by the United States troops; yet very small has been the support which I have hitherto received. At Muskingum⁵⁸ I believe, from two to three hundred men are stationed, tho that post is not to be named in point of danger with the Miami Settlement. On the other hand one Ensign, (Luce) and seventeen rank and file, are all the guards that are allowed me at present, for the protection & defence of this Slaughterhouse, as some in this country (Kentucky) are pleased to term the Miami purchase, on which are three settlements now becoming somewhat considerable, and would have been important beyond my former most sanguine expectations, had I been properly aided as promised with troops of the United States last summer, and permitted to have made my lodgement in September last, when I first explored the purchase. Those with you certainly must have a prediliction in favour of the Ohio company's settlement, or they surely would order a more equal chance on the score of defence. At the City of Marietta they had more than a year the start of the Miami settlers; of course they are much more able to repel an attack, not only from their superior numbers; but from their mode of settlement on the New England plan of connected towns or villages: the settlers with them being restrained by their directors who will not allow them land whereon to settle at pleasure. The different method adopted for settleing Miami, puts it in the power of every purchaser to chuse his ground, and convert the same into a station, village or town at pleasure: and nothing controuls him but the fear of Indians. Therefore whenever ten or twelve men will agree

⁵⁸ I.e. Fort Harmar, opposite Marietta.

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to form a station, it is certainly done.⁵⁹ This desultory way of settling will soon carry many through the purchase, if the savages do not frustrate them. Encouragements are given at every mans will to settlers, and they bid on each other in order to make their own post the more secure. The treaty at Muskingum being procrastinated in the manner it was to mid-winter, defeated my intentions of settling so soon as I had proposed.⁶⁰ However I ordered a few surveyors to proceed from Limestone to Miami in order to traverse the two Miami's as high as they could. M^r Stites came down with the few surveyors to the little Miami, being the nearest part of the purchase. And Stites having a great desire to plant himself down there, two or three block-houses were erected in November last at that place, which Stites now calls Columbia. I tarried myself still at Limestone, where I had provided a tolerable house of my own in which I supposed the coming spring would find me, as I could get no encouragement from Governor St Clair of a favourable conclusion of the treaty: nor from General Harmer of any assistance of troops.

But on the 12th of December if I rightly recollect; Capt Kearsey⁶¹ arrived at Limestone with 45 rank and file. He was ordered down the Ohio to protect M^r Ludlow in surveying that river to Scioto. From Scioto General Harmer directed him to go to Miami if a settlement was there begun, and protect the settlement with his company of soldiers through the winter. I now had a few troops at Lime-

⁵⁹ For an interesting illustration of the conditions that Judge Symmes imposed upon the founders of these stations, see the contract he made with Zachariah Hole and his associates, May 21, 1795, *post*, pp. 285-286.

⁶⁰ Until the treaty was concluded, January 9, 1789, the Indian claims to the land that Judge Symmes proposed to take up had not been extinguished. *Am. State Papers, Indian Affairs*, I, 6-7; *Ante*, p. 40 (note 28).

⁶¹ Captain (Major) William Kersey came from New Jersey and had been in the Revolutionary army. Jones, *Fort Washington*, p. 7 (note 5).

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stone where they were of much more detriment than use, as Capt Kearsey had left Muskingum with only a supply of provisions sufficient while M^r Ludlow might be meandering the river; and barely bring him from Scioto to Miami, or at farthest to the falls of Ohio. M^r Williams, one of the contractors was at the falls at the time Kearsy was detached, and General Harmer expected that he would soon be coming up the river; wherefore the General wrote him a letter & committed it to my care; directing M^r Williams to take the necessary measures for supplying Kearsys Company at Miami, where the General expected him to winter. But unfortunately M^r Williams had passed Limestone on his way up the Ohio some days before the Generals letter reached me; No alternative was now left me, but to let Capt Kearsey pass on down to the garrison at the falls of Ohio, or to be at the expence in the first instance of furnishing his company with provisions through the winter. I did then hope that on M^r Williams's arrival at Muskingum, and reporting to the General that he had not received his orders at Limestone, to provide Kearsey with provisions; that General Harmer would have dispatched immediate supplies to Kearsey; especially as I wrote by M^r Williams, to the General, that the settlement of Miami certainly would be carried into effect on the arrival of troops; And that I had already directed the surveyors to proceed to business. These hopes induced me to detain Kearsey, and take upon myself the burden of supplying his company, a task almost impracticable at that season of the year, when the roads (bad at the best) were scarcely any more passable from Lexington to Limestone about seventy Miles: And the amazing emigration into Kentucky, had stripped all the country round Limestone of every kind of provisions in such a manner, that nothing could be bought in that neighbourhood, under three

LETTERS FROM JOHN CLEVES SYMMES

times the Lexington price for the same article. As to flour it is chiefly brought down the Ohio from the Monongahela, and other rivers in the country round Pittsburgh. And this prospect was very small, as the Ice was now running very considerably in the Ohio.⁶²

I had provided about 3000 weight of flour and 1500 weight of pork, for my own family, and to assist the surveyors occasionally when they could not otherwise provide for themselves. These stores I was obliged to open to Kearsey. At my instance a serjeant with eighteen men were detached to the assistance of Capt Stites, and the surveyors, in order to support the station.⁶³ These were furnished at once with fifty days rations. About two weeks after; some settlers coming down the river, desirous of planting themselves at the old fort at Miami;⁶⁴ I prevailed with Capt Kersey to send another serjeant with twelve men as an escort for them. These took off the residue of my stores: nor had I enough for their rations any length of time. But one of the men who came down as a settler assured me, that the soldiers who went with him should not want; he being well supplied with flour and corn which he had in his boat. As for meat, I knew no place, where that article of the wild kind, could be procured with more ease & plenty, than at Miami. This detachment did not succeed like the former. Soon after they sailed from Limestone, the weather grew amazingly cold, and the Ohio froze to that degree, that I feared the

⁶² This lack of provisions was very common in the pioneer settlements, and existed at Losantiville and Columbia, as well as North Bend. *Quarterly*, Ohio Hist. and Phil. Society, XVIII, 60, 103-106.

⁶³ I.e. Columbia, *ante*, p. 55.

⁶⁴ The "old fort" distinguished Fort Finney at the mouth of the Miami from Fort Washington at Cincinnati. The former was established by Captain Finney, in order to conduct the negotiations with the Shawnees, January, 1786, and was soon abandoned. *Am. State Papers, Indian Affairs*, I, 11-12; Randall and Ryan, *History of Ohio*, II, 416-417.

THE SYMMES CORRESPONDENCE

party would get froze fast in the river before they reached Miami. They however gained Columbia where they made a stop, intending to proceed to the old fort without much loss of time. But the floating ice which they had run clear of, while they kept under way; soon came down upon them, and forced their boats from the shore: first carrying away the broadside of one of them: with much difficulty it was that any of the stock of the settlers in that boat were saved; Many creatures were drowned, & most of the provisions of the settlers who had undertaken to supply the party were lost entirely. This broke up the intended lodgement at the old fort.

In the meantime, I had several expresses sent me from Mr Stites, informing me that the Indians came frequently in at his block-houses, expressing great desires to see me, who they understood was coming to live in the Miami country, and they wished to live in peace and friendship with their new white brother's. This the Indians had done previous to any pacific conclusions come into at the treaty of Muskingum. The measures which the Indians took to introduce themselves at the Block-houses, were a little dangerous and singular. They had first espied Capt Stites's boats lying at the banks of the river opposite the block-house as they have since informed me. On holding a council at their hunting camp which was about six miles Northwest of the Ohio, they concluded to introduce themselves to our acquaintance rather as friends than as enemies. To this they were wholly encouraged by the lenity which had been shewn by me to one of their camps on the Great Miami, in September last, which adventure I have already communicated.⁶⁵ They had with them a white man by the name of George, who was a good interpreter of their language; he had been ten or twelve

⁶⁵ *Ante*, p. 47.

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years a prisoner with them, yet spoke the english tongue very well. George was therefore sent down to the blockhouse as near as he and one Indian dare to go; and halloed to our people who were at work at their fortifications. George called out in english for some of them to come to him, but those who heard him supposed him to be one of their own party & paid no regard to George's call. At length one answered in a blackguarding manner, asking him why he did not come to them if he had anything to say. This induced George and his companion to retreat again to their camp. The next step was in this fort. Six of them armed and mounted on horseback, made towards the blockhouses in order to take a prisoner. They soon fell in with the fresh trace of three of the surveyors hands who were out a hunting. they rode down the trail and came up with the three men, who first fled at sight of the Indians but soon found it impossible to escape; when they prepared to make resistance. Robert Hamson and Joseph Cox of Sussex County in Jersey were two of them, On Hamsons presenting his rifle at the foremost Indian, the Indian took off his cap, trailing his gun, and holding out his right hand: While George called to the white men not to fire upon them, for that they were friends and did not wish to hurt them: begging to be led by them to the blockhouse. This was agreed to, & the whole nine came in together to Capt Stites. This was so unexpected a visit from the Indians that the people at the blockhouse were much at a loss in what point of view to consider it. Some thought the Indians came in only as spies to view their strength: others thought more favourably, and believed the Indians sincere in their peaceable professions. A few days acquaintance discarded the fears of the former, and the white and red people began to form a sociable neighbourhood; our hunters frequently taking shelter for

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the night at the Indians camps; and the Indians with their squaws spending whole days and nights at the block-house regaling themselves with whisky. This important piece of information Capt Stites communicated, as I before observed, to me at Limestone, by two messengers sent on foot up the banks of the Ohio.

The want of supplies both for myself & Capt Kersey prevented my falling down the river, as my only resource was, what I could draw in small quantities at an enormous price from the small country round Limestone; and now & then a barrel, or so, of flour out of some boat which came down with settlers and landed at that place. I waited in this disagreeable situation, every day expecting the arrival of a boat loaded with flour purposely for me, which I had engaged to be delivered by Christmass: or for a boat of supplies which I expected would be sent down from General Harmer, or the contractor on Mr Williams' arrival at Muskingum. On the 24th of December last, Col Patterson ⁶⁶ of Lexington who is concerned with Mr Denman in the Section at the Mouth of Licking river; sailed from Limestone in company with Mr Tuttle, Capt Henry, Mr Ludlow, and about 12 others in order to form a station and lay off a town opposite Licking. They suffered much from the inclemency of the weather & floating ice which filled the Ohio from Shore to Shore. Perseverance however triumphing over difficulty, they landed safe on a most delightful high bank of the Ohio where they founded the town of Losantiville; which populates considerably; but would have been much more important by this time if Col. Patterson or Mr Denman had resided in the Town.⁶⁷ Col.

⁶⁶ Colonel Robert Patterson, who built the first block-house at Lexington, Kentucky, in 1779, was one of the three original proprietors of Losantiville, (Cincinnati). He moved to Dayton in 1807. Conover, *Concerning the Forefathers*, pp. 111-323; Ranck, *History of Lexington*, pp. 23, 26.

⁶⁷ December 28, 1788, is now generally accepted as the date of the first actual settlement at Losantiville. For the controversy over this date, and

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Patterson tarried about one month at Losantiville and returned to Lexington. Meantime I got fresh information from Capt Stites of the impatience of the Indians to see me; they beginning to upbraid him with amusing them with falsehoods, in telling them that I should soon be there, and would supply them with the articles of trade which they wanted. Fearing the Indians would go off in disgust I was determined to put all at stake destitute as I was of provisions for my own people and Capt Kearsays Company.⁶⁸ And after collecting with much difficulty a small supply of flour and salt, on the 29th of January I embarked with my family & furniture; Capt Kearsay & the remainder of his men going along with me.

This season was remarkable for the amazing high fresh which was in the Ohio, being several feet higher than had been known since the white people had introduced themselves into Kentucky. I embarked with the bough of my boat even with the high bank on which my house at that place is built. When we arrived at Columbia I found the place deluged in water; but one house on a higher spot of ground escaped. The soldiers had been drove from the ground floor of their blockhouse into the loft, and from the loft into a boat which they had wisely preserved from the destruction of the previous ice, and the then raging torrent of the Ohio.

We tarried but one night & proceeded to Losantiville. Here the water began to ebb, tho the town had suffered nothing from the fresh. On the second of February I fell down to this place whence I now write. From the time

also the change of name from Losantiville to Cincinnati, see Greve, *Cincinnati*, I, 184, 294-297; *Quarterly*, Ohio Hist. and Phil. Society, XVII, 17 (note 16); XVIII, 39 (note 2).

⁶⁸ Before he left Limestone, Judge Symmes sent the Indians a letter in which he assured them of his friendliness and his wish to live with them in peace. Cist, *Cincinnati Miscellany*, II, 61.

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of my first arrival in September last, I had remained in a great degree ignorant of the plot of ground at the old fort.⁶⁹ I had been but once on the spot; and then expecting so soon to return to Miami, did not inform myself fully of the ground proposed for the City. Through the winter I had been frequently told that the point overflowed. Finding Columbia under water, I did not think it proper to go as far down as the old fort, before I had informed myself, whether the ground was eligible for a town or not. This together with two other considerations (*viz*) first, that of being more in the way of the surveyors who could not have access to me but at the trouble of walking ten miles farther in going down into the neck of land on which the old fort stands, and returning to the body of their work, than they otherwise would have occasion to do if I landed here: The other which in reality was the principal was this: From the river elevated as I was in my boat by the height of the water: I could observe that the river-hills appeared to fall away in such a manner that no considerable rise appeared between the Ohio and the great Miami. I knew the distance across the neck did not much, if any, exceed a mile to the great Miami, and flattered myself with the prospect of finding a good tract of ground extending from River to river, on which the City might be built, with more propriety than it would be to crowd it so far down in the point from the body of the country round it; I was for these reasons determined to make my first lodgement in the most northerly bend of the river where the distance is the least, and the lands the lowest over to the Miami; When I arrived at the place, the banks were inviting from their secure appearance from the then

⁶⁹ *Ante*, p. 57 (note 64). From the mouth of the Licking to that of the Miami, the distance by the Ohio is 26-3/4 miles. North Bend is six miles above the mouth of the Miami.

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fresh in the Ohio. We landed about three of the clock in the afternoon, with Capt Kearsey, and his whole company which had joined him at Columbia. That afternoon we raised what in this country is called a camp, by setting two forks of saplins in the ground, a ridge-pole across, and leaning boat-boards which I had brought from Limestone, one end on the ground and the other against the ridge-pole: enclosing one end of the camp, and leaving the other open to the weather for a door where our fire was made to fence against the cold which was now very intense. In this hut I lived six weeks before I was able to erect myself a log-house & cover it so as to get into the same with my family & property. Capt Kersey & his company landed with me at this place, tho he urged to go to the old fort; and ever afterwards seemed displeased that I would go no further down the river.

The next day after I landed, I sent Capt Henry and Daniel Symmes⁷⁰ to examine the ground over to the great miami; They reported that the neck of land was considerably broken with hills and small streams of water, in such a manner as to forbid the laying out of the City from the Ohio to that river. A few days after, Capt Kersey, Capt Henry, and myself, went down in a small boat to the old fort, about four miles below, in order to explore the point on which it had been proposed to lay off the City. The river by this time had fallen about fifteen feet: but the cold had spread a mantle of ice six inches thick over all the back-waters while at their height, which had closed so firmly round the trees on the low bottoms of the country along the river side, as to hang like canopies projecting from the trees for four or five feet distance. These exact marks pointed out to me without

⁷⁰ Daniel Symmes, son of Timothy Symmes and nephew of Judge Symmes, was a mere boy at this time, McBride, *Pioneer Biography*, II, 229.

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any possible mistake, the degrees to which the low lands had been overflowed at the point. I found that the fine large bottom of land lying quite down in the point, had been all covered to the depth of many feet, as a great part thereof was still under water. I went over from the old fort to the pond on Miami & examined the whole point downwards; but am obliged to own that I was exceedingly disappointed in the plat which we had intended for a City. I enclose you a map particularly of that part, that the proprietors may be made the more sensible of the quality of the ground which to me appeared beyond dispute altogether ineligible. Being now quite at a loss where to lay out the City, as I had been twice disappointed.

I resolved therefore without loss of time to lay out a number of house-lots in order to form a village on the spot where we were; the ground being very proper for a project of that kind on a small scale.

Forty eight lots of one acre each was accordingly laid off, every other one of which I proposed to give away, retaining one for each propriety, upon condition only of the donees building immediately thereon.⁷¹

These 24 donation lots were soon taken up, and further applications being made, I have extended the village up and down the Ohio, until it forms a front one mile and an half on the river; in which are more than one hundred lots; on forty of which, observing the order of every other lot, there is a comfortable log-cabin built & covered with shingles or clabboards, and other houses are still on hand, so that there remains not three donation lots unappropriated. This village I have called Northbend, from its being situate in the most northerly bend of the Ohio,

⁷¹ The terms of settlement at North Bend may be compared with those at Cincinnati, where holders of donation lots were required to build within two years a house that was equivalent to 20 ft. square. *Record of the Distribution and Sale of Lots at Losantiville*, pp. 3-4.

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that there is between Muskingum and the Mississippi. Northbend being so well improved by the buildings already erected and making; and fresh applications every few days being made to me for house lots; I was induced to lay off another village about seven miles up the Ohio from Northbend, being one mile in front on the river. The ground was very eligible for the purpose, and I would have continued further up and down the river, but was confined between two reserved sections. This village I call Southbend from its being contiguous to the most southerly point of land in the purchase. In this village several houses are almost finished, and others begun; and I make no doubt but the whole of the donation lots will soon be occupied if we remain in safety. I have not as yet been able to make a decisive choice of a plat for the City; tho I have found two pieces of ground both eligible for a City; but not upon the present plan of a regular square: on both, a town must, if built, be thrown into an oblong of six blocks, or squares, by four.

One of these plats lies east of this about three miles on the Ohio a little above muddy-creek. The other lies north about the same distance on the bank of the Great Miami, in a large bend of the river which you will observe on the map, about 12 miles up the Miami from its mouth. It is a question of no little moment and difficulty to determine which of these spots are preferable in point of local situation. I know that at first thought most men will decide in favour of that on the Ohio; from the supposition that the Ohio will command more trade & business than the Miami. I will readily grant that more trade will be passing up and down the Ohio, and many more boats constantly plying on a river which is eleven hundred miles in length: But some objections arise to this spot notwithstanding. You must know Sir that a *number* of towns

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are building on the banks of the Ohio from Pittsburgh to Louisville, and even further down the river. every one of these will be aiming at some importance. When a boat is freighted at any of the upper towns on the Ohio; unless the merchants in our city will give the Orleans price or near it, for their produce or cargoe, the Merchants of the upper towns will not fail to proceed down the river to the highest market. And as merchants will be strewed all along the Ohio, they will have the same advantage of navigation in all respects with ours. But a more important objection lies to this spot on the Ohio from its distance from the Great Miami. The extent of country spreading for many miles on both sides of the G. Miami, is beyond all dispute equal, I believe superior in point of soil, water, & timber, to any tract of equal contents to be found in the United States. From this Egypt on Miami, in a very few years will be poured down its stream to the Ohio, the products of the country, from two hundred miles above the mouth of G. Miami; which may be principally collected at a trading town, low down on the banks of that river: here no rival city or town can divide the trade of the river. The body of Miami settlers will have their communications up and down the G Miami, both for imports & exports. They cannot work their corn and flour boats 8 or 9 miles up the Ohio from the mouth of G. Miami, should the city be built above muddy creek. But were it built on the Miami, the settlers throughout the purchase would find it very convenient.

At Northbend a sufficient number of Merchants may, and no doubt will settle, so as to command all the share of trade on the Ohio: half an hours gallop of three miles brings you to the city plat on the Miami: One mile's portage is all the space that lies between the Miami and Northbend; and I have already marked out a road across,

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which is not only tolerable but exceeding good if you make allowance for the hills which it winds through; then two miles by water up the Miami brings heavy articles from the Ohio to the city. The farmers to come only down the G. Miami to the city plat on that river & return with their boats freighted, will save them each trip several days, which they must lose if they have to double the point and climb the Ohio to Muddy creek. I know well that the point itself would do best of all with regard to trade, was there to be found an eligible spot for the city. But this I pronounce very improbable, unless you raise her like Venice out of the waters, or get on the hills with the town. There is only ground for one street between the hill & wet land, and this hardly half a mile in length. A small village is all that I can flatter myself with at the point if we allow more of a lot than barely to set an house on. 'Tis true a few industrious families there situate may do much business in the trading line when they have stock, and perhaps it will do well to lay off a village there of about 48 or 50 lots. but this I submit to the proprietors pleasure; begging leave to make one observation only on the subject; Broken & hilly as the neck of land is from the Northbend to the point, it begs all description in point of excellence of soil and the wild grass with which it is so luxuriantly cloathed. The contents of the neck I suppose to be about 3000 acres; one mile of fence secures it against all manner of tame stock. Of this three thousand acres not less than 1000 is first rate meadow land; about another third is quite capable of tillage & level enough for plowing; the remainder is heavily timbered, but of the richer growths, not so proper for rails as fuel; yet even this least valuable third part, is now & forever will be clad with the richest pastures of wild & tame grass: the latter is gaining very fast at the point round the old fort. the

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genuine spear-grass stood there last September as high as a mans waist. These favourable properties attending the neck, induces me to wish that the whole may be reserved as a common manner [manor] for the proprietors; under such regulations as shall be liberal for the encouragement of strangers who come to settle in the reserved township. Montock [Montauk]-point on Long Island, invaluable as it has always been to the inhabitants of East Hampton, may be in a few years rivaled in many respects by Miami point.⁷² As a pasture for feeding cattle & horses, as a common field either for mowing or plowing, its worth to those who may hereafter purchase shares therein will be great indeed, as one mile of fence, will be their whole expence of securing its products. My voice is therefore loud for its being converted into a manor for the general good; but I submit it to the proprietors and shall obey their pleasure.⁷³ The quality of the lands throughout the reserved Township are exceeding good. and tho they are (excepting a few bottoms) generally more or less hilly; yet I have not seen fifty acres together of the most broken of this Township, on which an industrious man cou^d not get a very comfortable living. I have caused the whole of the Township & fractions to be surveyed; and again split the sections east of the path from this to Miami into half miles, and caused a stake to be set well in the ground every forty poles at every corner. This prepares the work for a division of lots into ten, thirty, & sixty acres to each proprietor & purchaser in proportion as he makes himself intitled. The suspence I am in touching the City plat, embarrases me a little with regard to the laying out of

⁷² *Post*, pp. 110-111. The comparison is quite apt. Judge Symmes was of course familiar with Long Island, since he was born at Southold and lived there until he was twenty-eight. *Proceedings*, N. J. Hist. Society, 2d. Series, 5, 22.

⁷³ *Ante*, p. 39 (note 27).

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the 100 acre lots, for so I call (tho not properly) the 10, 30 & 60 acre lots. The 10 acres I shall throw round the villages & city in the nearest manner I can; they are already laid out round Northbend: the 30 comes next, and the 60 farthest off. I shall not be too impatient to lay off the 30 acre lots unless they may be more wanted than at present. The house lots & the 10 acre lots are as much as any of the settlers can cultivate this season:⁷⁴ and I shall wait in hopes that some of the proprietors ere long will come out to my assistance with fresh instructions for me. As it is uncertain where the City will be built, & whether the point may be reserved for the purpose of a manor or not, I shall be cautious how I set apart particular lots of land until these matters are settled by the proprietors. There is another question relative to the villages which I have laid out that I would be glad to have resolved; this is whether I may sell the proprietors every other lot or not? If my advice may have any weight with the gentlemen proprietors when they meet, it is this; Let the owner of each propriety empower some person to elect one lot in each village for the propriety, and suffer the other lots to be sold at a certain moderate price. It will encourage emigrants to settle among us. Many come here who had rather pay for a lot in the midst of the ville, than accept of one gratis at either of the extremities of the town.

I have been prevailed upon already to sell one at half a joe⁷⁵ to a valuable citizen rather than lose him, and there are several others who propose purchasing if I will sell at that price. I know that three pounds is too small a sum

⁷⁴ In Losantiville each one of the first settlers received an in-lot, and an out-lot of ten acres. Drake, *Statistical View*, p. 130; *Quarterly*, Ohio Hist. and Phil. Society, XVII, 20; *post*, pp. 108, 137.

⁷⁵ A "joe" was a Portuguese coin worth between \$8.00 and \$9.00. "Half a jo," therefore, was equivalent to about £3 in the paper money that was then the usual medium of circulation in the West.

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to sell these acre lots at; but I am obliged to be all things on the score of indulgence, least I may discourage the settlement, which would be truly grasping at the shadow and losing the substance.

Amazing has been the pains which many in Kentucky have taken to prejudice strangers against the Miami settlements. The cause has principally been owing to the piques of disappointment. Last September many land-jobbers from Kentucky came into the purchase, and applied for lands; and actually pointed out on paper where they wished to take them. I gave them time to the first of November to make payment for one half; and to the present month of May for the other half. The surveying and registering fees was to be paid at the time of the first half.

Some of them agreed to give an advanced price in consideration that I would wait till May come twelve-months for the purchase money. this I was content to do on their paying the surveying fees by the first of November, and allowing interest on the principal sum until paid. After this the greater part of them deserted me when about forty miles up the Miami where I had ventured on their promise to escort me down that river, meandering its courses; which so disobliged me that I have been very indifferent ever since whether one of them came into the purchase or not; as I found them very ungovernable and seditious; not to be awed or persuaded. To the disobedience of these men I impute the death of poor Filson, who had no rest afterwards while with me for fear of the Indians. and at length attempting to escape to the body of men I had left on the Ohio, he was destroyed by the savages.⁷⁶

These pretending purchasers neglecting to pay me one farthing until January, and the surveying business suffering greatly by the want of the fees: I was induced to pub-

⁷⁶ *Ante*, p. 48.

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lish an advertisement in the Lexington gazette; requiring of all those purchasers payment of the surveying fees, by the first of february and of one half of the purchase money by the first of March. and the residue by the first of May ensuing, or I should consider all negotiations for land void wherein they did not comply herewith; or give the advanced price on a longer credit. Very few indeed have complied: the others have endeavoured to asperse my character, & throw the reasons of their noncompliance on me. But let the world judge whether it is even probable that they had either intention or ability to accomplish the payment for seventeen townships, the contents of what they had dextriously located as they called it in the space of a very few days.

The truth is, making a few exceptions of very worthy characters from the District of Kentucky, the most of them had no other views than speculation as appeared soon after their return home; from their selling to their neighbours the privilege of taking a part of what they had located, and becoming accountable to me for the purchase money. Finding themselves disappointed in their views, and no longer able to prosecute their plans of selling what they never had an intention of making their own, & driving the same game they had long followed in Kentucky: many have vented their spleen in abuses & calumnies both of me & of the country within the purchase; endeavouring to prevent every person they can from coming to Miami. At Limestone they assert with an air of assurance, that the Miami country is despicable, that many of the inhabitants are killed; the settlers all fled who have escaped the tomhawk: adjuring those bound to the falls of Ohio not to call at the Miamis, for that they would certainly be destroyed by the Indians. With these falsehoods they have terrified about thirty families who had come down

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the river with a design of settleing at Miami, and prevailed with them to land at Lime-stone & go into Kentucky. But however, they are not able to frustrate the settlements altogether. Every week; almost every day some people arrives at one or other of our towns & become purchasers and settlers. And I trust that the effect of their Malevolence will very soon vanish like a fog. Many persons who have been with us, made purchases, built houses, and are fully sattisfied, & much pleased with the country, have returned & are still returning every day to their several homes in all parts of the country west as well as east of the Alleghany Mountains, with a view of returning to the Miamis in the fall, with their families and effects. These will sufficiently refute all the evil reports that are spread abroad of the country, & make the truth of the matter clear to the world.⁷⁷

I do myself the honor herewith to transmit to you a map of the purchase as high as our surveyors have hitherto been able to traverse the two Miami rivers and extend the meridian lines north into the heart of the country; By this survey which has been done by gentlemen sworn to survey with accuracy and truth; you will see how the two Miamis approach each other, nor need I observe, that so far from there being any overplus land within the limits of my first contract; the truth is, that I shall want some hundred thousand acres to make up the complement of one million. Hence all will perceive the impropriety of pushing matters so very hastily, and taking for grant, without giving time for investigation, that there was twice as much land between the two Miamis as in fact there is. I shall draw no comments, and only beg permission to say,

⁷⁷ This enmity of the Kentuckians, directed largely against a rival settlement, probably accounts for part of the ill-natured attacks upon Judge Symmes. *Ante*, pp. 38ff; *post*, pp. 224-225.

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that if M^r Stites is ousted of the settlement he has made with great danger & difficulty at the mouth of the little Miami, it cannot be either politic or just.⁷⁸

The business of surveying has been carried on with great spirit & enterprize by the young gentlemen who have been employed in that service—they plunged into the woods in mid-winter when the snow was considerably deep on the ground, and the cold very severe. Nor were these inconveniencies all which they suffered; the stock of flour which I had purposely provided for them in the fall of the last year, was appropriated to the use of Capt Kearsays company; nor was it possible to replace it at any rate. The surveyors therefore and their attendance were put to great shifts for bread. Many had their limbs frost-bitten. but none lost their lives by any hardships except Noah Badgley of Westfield in Jersey; a very worthy young man who had been for some time an industrious citizen at the Town of Losantiville. This young gentleman was induced to repair to Kentucky for a supply of bread corn. he with three other inhabitants of the same town with him embarked in a canoe with their provisions near Bourbon on Licking river when the water was high & the weather cold. They proceeded down the river for many miles, when coming into a very difficult place where the stream broke off into several very crooked channels, the canoe was drove against drift logs & trees with such violence as upset her. The four men saved themselves from the water by climbing on a tree: one of them soon swam out and escaped. M^r Badgeley next attempted to cross the stream by swimming; but was so rapidly hurried down the current that he was not able to gain the shore and perished. The remaining two men continued on the tree for three days

⁷⁸ *Ante*, p. 51 (note 51).

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and nights (as one of them informed me) before they were taken off by the people who were following them down the river to Losantiville.

I will now Sir reassume the subject of the Indians who had been so long impatient to see me at Miami. On my arrival at Miami I found no Indians at the place, they were all out at their Camp about six miles off, and I could not then tarry for an interview. A few days after my arrival at Northbend I had occasion to send my nephew to Columbia in a keel-boat; with him George the interpreter and an old Shawanose called Capt Fog came down to me. Two days after several more Shawanose Indians and some squaws came down by land. And in a few days following, arrived a Shawanose chief with another man of that nation.

The chief communicated to me their wishes to be on friendly terms: signifying that it would be very much to their advantage to have free intercourse with us, and exchange their peltrys for the articles which they much wanted. To this you will suppose I readily agreed. The chief (the others sitting round him) wished to be informed how far I was supported by the United States, and whether the thirteen fires had sent me hither. I answered them in the affirmative: and spread before them the thirteen stripes which I had in a flag then in my camp. I pointed to the troops in their Uniform (then on parade) & informed the chief, that those were the warriors which the thirteen fires kept in constant pay to avenge their quarrel: and that tho the United States were desirous of peace with them, yet they were able to chastise any aggressor who should dare to offend them: and to demonstrate this, I shewed them the seal of my commission, on which the American arms are impressed: Observing that while the Eagle held a branch of a tree as an emblem of peace in one claw; she

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had strong & sharp arrows in the other; which denoted her power to punish her enemies. The chief who observed the device on the seal with great attention, replied by the interpreter. "That he could not perceive any intimations of peace from the attitude the Eagle was in; having her wings spread as in flight; when folding of the wings denoted rest and peace. That he could not understand how the branch of a tree could be considered as a pacific emblem, for rods designed for correction were always taken from the boughs of trees. That to him the Eagle appeared from her bearing a large whip in one claw, and such a number of arrows in the other, and in full career of flight, to be wholly bent on war & mischief.[""]

I need not repeat to you my arguments to convince him of his mistake, but I at length succeeded, and he appeared entirely satisfied of the friendship of Congelis (for so they pronounce Congress) towards the red people. Capt Blackbeard (so the chief was called) assured me that I need be under no apprehensions of mischief from the Shawanose nation. He even asked me permission to come down with his tribe and settle on a pararie or plain in the purchase about thirty miles from this place up the G. Miami, which I assented to.

After they had sold to me all their furs & skins which were several hundred, and almost stripped me of all the linen & cloth that I had brought out for the Use of the surveyors and my workmen, which almost ruined me as to those articles, so much were they wanted. And having lived chiefly at my expence (nor was it a very small one, as they had whisky at their pleasure gratis) for about four weeks; they took leave in a most friendly manner, promising to return to Northbend again by the third new-moon, which is already some days past. Those Indians which had continued in the neighbourhood of Columbia all this

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while, moved off about the same time; not without being somewhat offended by the treatment they met with from the traders who came down the Ohio with whisky and some other articles.⁷⁹ They had sold the Indians whisky that had froze in the cask before they reached their camp; They made one Indian pay for a rifle gun, thirty, the Indians say forty, buckskins which they value at one dollar each; besides an horse of fifteen pounds price. A worthless Gunsmith who undertook to put a new chop (worth about 1/6) for the flint, to the cock of an Indians rifle, made the Indian leave two bucks for the work before he would undertake it: another Indian calling for the gun, was forced to pay two bucks more before the smith would give up the gun. This ill Usage the Indians complained of very much to me, the consequence was, that in a short time after the Indians left Columbia, several of their horses were stolen from that place— And it was not long before another attempt was made on their horses, and some more carried off. Again a third time horses were stolen from Columbia, when a party of men under the command of Leiut. Bailey went in pursuit of the felons. They followed the trail of the horses about eighty miles, and came up with fresh signs of Indians being very near: M^r Flin went forwards in order to reconnoitre and make discoveries. He soon espied an Indian Camp as he thought; & creeping up softly to inform himself more particularly, he did not perceive three Indians that were as softly creeping behind him; until one of them clapped him on the shoulder, crying out yo-ho! yo-ho! Flin looking round not a little dismayed to see himself a prisoner, yielded without resistance. They led him to their camp: the Indians setting their own guns together with Flins beside a

⁷⁹ Compare these details of the bad treatment of the Indians by the traders with a much similar account in Hanna, *Wilderness Trail*, II, Ch. IX.

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tree; no interpreter being present, they could not converse together. They had not stood long at the Indian Camp, before Mr Flin observed one of them go to some tugs (so they call straps made of raw hides) & supposing they intended to bind him therewith, conscious of his own agility, he sprung from them, and made his escape: they did not fire at him: Returning to his party with whom seizing on five horses belonging to the Indians, they made precipitately for Columbia and came in safe with only the loss of Flins gun. They had not been long at Columbia before the same party of Indians (Wiandots) came in there with their squaws, bringing Flins gun, and requested of Mr Stites the horses which had been taken from them by Lieut Bailey & party: assuring Mr Stites that they were innocent of the robbery of those horses previously taken from Columbia.

Several of the Indians were of those who had been formerly at Columbia. The matter was soon compromised, and the horses restored. One of these Indians, a Wiandot chief, demanded of Mr Stites twenty dollars which Col. Morgan on his way to Mississippia ⁸⁰ had promised should be paid to him for his trouble in carrying letters from Little Miami to Muskingum and Sandusky. He promised the Indian forty dollars; but a Mr Magee at Sandusky had paid him twenty, and he now came down to Miami for the other twenty. Mr Stites brought the Wiandot chief to me on the 30th of April. I endeavoured to show him, that for what Col Morgan had promised him, I was not accountable. I gave him a new callico shirt telling him by the interpreter that as he had worn out his shirt in Col. Morgans service, I would replace it with a new one. He

⁸⁰ Colonel George Morgan, Indian Agent at Pittsburgh, 1776-1779, went down the Ohio and the Mississippi in 1788-1789, in order to found New Madrid. Thwaites and Kellogg, *Revolution on the Upper Ohio, 1775-1777*, pp. 31-32 (note 59).

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seemed dissatisfied that he was not like to get his twenty dollars, and could not be made otherwise sensible but that what one white man owed an Indian, every white man was bound to pay, until the debt was discharged. I informed him that I could not part with money: he replied that he would take the value thereof in whisky which I agreed to give him whenever he might call for the same. He had left his horses at Columbia and come down by water with M^r Stites. On his return to that place they freighted their horses with whisky and set out for their towns: leaving behind the whisky I told him I wou'd pay for Col. Morgan: since which I have not heard one syllable from them.

About three weeks previous to this transaction, as several parties of surveyors were surveying in the neighbourhood of Mad-river; M^r John Mills with his party as they were rising out of their camp early one morning were fired upon by a party of Indians, three or four in number: two men; M^r Holman of Kentucky, & M^r Wells of Delaware state were killed:⁸¹ M^r Mills with three others escaped unhurt. This is the only instance wherein violence has been done by the Indians to any man in the purchase since the death of M^r Filson in September last. It remains yet unknown to us of what tribe they were who fired on M^r Mills: those Indians who came in after that tragedy, pretended to be entirely innocent and ignorant of the murders. Some of the settlers at Columbia were for detaining a few of the Indians until the rest would bring in the offenders; but I thought this measure not warrantable and forbid it.

Our living hitherto in the friendly manner we have with the Indians, has excited the jealousy & ill will of many of our neighbours on the Kentucky side of the Ohio: and some even threaten to cross the river and put every Indian

⁸¹ General Harmar probably had these two murders in mind in his letter to Governor St. Clair, May 8, 1789, *Northwest Territory Papers*, Library of Congress.

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to death which they find on the Miami purchase: this however I believe is only threats & will not be executed.

I am very sorry that the people of Kentucky cannot enjoy equal peace and quiet from the savages: perhaps if they would act as moderately towards them, they might live in as much safety as the people of this purchase.

As to the quality of soil throughout the purchase, it is generally good, with a very few exceptions. The military range is held to be equal, if not better land than any range in the tract. There are very few hills after one leaves those of the Ohio: but large bodies of meadow land of excellent quality in many places. It is generally very well watered, as you will perceive by the map; not a stream being laid down therein but what the surveyors noted under oath in their field books as they ran the lines. A variety of stone is met with in the purchase: such as mill-stone-rock, lime-stone, and a gray stone, flat & well formed for building. The timber is in many parts excellent; in some others but indifferent, owing to the soils being too rich. This may seem a paradox to you; but in this country on the richest soil grows the least useful timber. But what I call the beauty of the country is, the many pararies which lie in the neighbourhood of Mad river: these are at once without labour, proper for ploughing or mowing. Mad river itself is a natural curiosity, about six poles wide on an average and very deep, gliding along with the utmost rapidity: its waters are beautifully clear and deep, but confined for the most part within its banks. What can give its current such velocity in the midst of so level a country, is a matter of astonishment to all who beholds it. Some of the surveyors & others who went out about three weeks ago, returned lately to this, and reported to me, that they had explored the country as high as the tenth range; that it was a most agreeable country and tract of

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land, from one Miami to the other, interspersed with the plats of old Indian Towns, and fine streams of water proper for mill-building. That the head branches of the little Miami were nearly run down by them; being nothing larger than good mill-streams. As to the latitude & climate, I find that we are situate half a degree more northerly than I had imagined, being in $38^{\circ}-30'$ North; ⁸² I am fully of opinion that the climate is an healthy one; there has been no complaint of agues or fevers since the first lodgement was made in November last; very little stagnant water is to be met with; and where the land is a little wet, it may be drained without difficulty.⁸³

I now Sir beg leave to ask why it is that we are so neglected on the score of troops at the settlements on the Miami purchase? is it a matter of no moment to the United States whether we are saved or destroyed by the savages? Tis true the Indians have hitherto been unexpectedly pacific; but who can vouch for a continuance of peace. They are a subtil enemy, & all their boasted friendship may be only to learn our numbers, and what state of defence we are in. The Shawanose nation (and they are nearest to us) would not treat with Governor St Clair at Muskingum; and why shou'd they refuse him peace, and observe it with us? ⁸⁴ There are several companies of troops in Muskingum, even so many that all the surveyors of the Ohio company have always been escorted with a guard: What guards have the Miami Surveyors had? nothing more than

⁸² Judge Symmes is in error, for the latitude of Cincinnati is virtually the same as that of North Bend, $30^{\circ} 6' 30''$.

⁸³ Ague and fever were more prevalent among the pioneers in the Miami country, during the summer and early autumn. Drake, *Statistical View*, p. 181.

⁸⁴ The Shawnees, the most hostile of the Ohio tribes, did not make peace before the Treaty of Greenville, August 3, 1795. *Am. State Papers, Indian Affairs*, I, 243, 562-563.

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their own vigilance and courage to carry them into the very focus of danger.

When General Harmer was so kind as to send Captain Kersey to our protection, he came without supplies for his men, which gave me more concern (not to mention the expence which was not much different of an hundred pounds specie) than the fear I should have laboured under to have been wholly without them. To the settlers, the name of soldiers give confidence & boldness, which is of use to the design of peopleing a country. but when these soldiers start at a little difficulty as Capt Kersey did when he was in some danger of wanting a piece of bread, they are of more detriment than use; for the news immediately spread through the country that the settlements were broke up. and it was long before we recovered this stroke given us by the very officer who was sent by General Harmer with express orders to protect and promote the settlements which he so wilfully almost ruined. Kersey left me at this place without even a block-house, with only five men on the ground, tho he had been here with his whole company from the second day of february to the eighth day of March, in which time he had not thrown two logs together by way of defence; tho a child would have been sensible of the necessity of such a measure. Capt Kersey had been gone but eight days before a contractors boat arrived with plenty of supplies for him. By this opportunity I wrote to Major Wyllis⁸⁵ (a copy of the letter I enclose, together with the Majors answer) for some protection: the Major was so kind as to detach M^r Luce with eighteen men to my assistance, who reached me on the 30th or 31st of March; Since which the village has made very rapid

⁸⁵ Major Wyllis was in charge of the troops at Louisville at this time. For a brief biography, see Jones, *Fort Washington*, p. 32 (note 43).

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encrease, as those who came down the river were induced to settle, considering themselves safe. M^r Luce with eighteen men only, built a good block-house in one week after his arrival. I am sorry that Capt Kersey gave me occasion to accuse him of mal-conduct in leaving the place; but if ever an officers conduct ought to be enquired into I think his ought, and I hope Sir you will lay the matter before General Knox. It has furnished an occasion to our enemies to spread a thousand reports (some true, but more false) to our great injury. They most industriously asserted to strangers who came down the river to Limestone, that the troops had left the place, that the settlers who remain are starving; that the settlement is given up by Congress as of no moment to the United States. That the Indians are in full career to cut us off; and sometimes they will have it that the tragedy is already performed. These are mortifying circumstances to me, as I am obliged to admit, that they have too much ground whereon to found such reports. Great numbers are hence discouraged from proceeding further down the river, and turn aside into Kentucky. From appearances Government is indeed indifferent about our being supported. Major Wyllys at the falls of Ohio, in my opinion, might with much greater use to the United States, be stationed here with his command.

Was it of detriment to the public that eight boats with great amount of property and many lives were sacrificed by the Indians before this time last year, in the very places where our villages now stand. Has one boat been captivated this year? no. has any person on the river, within the limits of the purchase been disturbed or injured? surely not. Is it not then worthy the attention of Congress and General Knox, to make it a point to support us?

I have now a few observations my dear Sir, to make on the subject of the City-business. I had the honor to re-

LETTERS FROM JOHN CLEVES SYMMES

ceive from you the copy of a resolution whereby the proprietors had mutually bound themselves to build each an house in the City, by the first of November next.⁸⁶ This I was much pleased to see. But I wish you had proceeded in your letter to inform me how these buildings were to be effected. The few carpenters who came out with me from Jersey are scattered in different parts of the country; and are mostly engaged for the season. But tho there were a plenty of carpenters; unless some person came out from Jersey in order to superintend the business, this season will steal away and little or nothing will be done. As for me, I am directed by Governor St. Clair to hold myself in readiness to go with his Excellency to Kaskaskias, which will take me from the purchase until late in the year:⁸⁷ so that I fear I shall not have it in my power to build for myself this season anything better than cabins, but with these I am comfortably provided already.

Whenever workmen are sent out, let them make it a point to bring a sufficient quantity of tools with them, as every article of that kind are exceedingly scarce here. I do myself the honor of enclosing you a map of your four sections on the Ohio as nearly as I can, with a description of the land, which I have done on the map itself.⁸⁸ As Mill-creek discharges through your land into the Ohio; and great part of the year is deep & difficult to pass; so

⁸⁶ Unfortunately this instruction, like most of those from the proprietors, cannot be found. It was probably passed at a meeting of the proprietors of the reserved lands, called for December 5, 1788, at the home of Matthias Denman in Springfield, New Jersey. *New Jersey Journal*, November 26, 1788.

⁸⁷ Although St. Clair reached Marietta July 9, 1789, he did not come to Cincinnati until January 2, 1790, and did not reach Kaskaskia before March, 1790. Alvord, *Illinois Country*, pp. 139, 374, *St. Clair Papers*, ed. Smith, I, 160-161. Judge Symmes met him at Kaskaskia early in the summer. *Post*, pp. 130, 287-292.

⁸⁸ At least a part of this land adjoined Denman's purchase, the site of Cincinnati. *Post*, pp. 114-115, 214.

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that the traveller has been obliged ever since last fall to go several miles up the stream in order to ford it; I submit to you the propriety of sending out some persons to settle on each side of the creek's mouth, where the bank is most excellent both in point of soil and elevation. here in a few years will be a valuable ferry. If you cannot procure persons to come from Jersey to settle at the mouth of the creek; propose your terms, and I will try to put some person thereon. You cannot at present calculate on the emoluments of a ferry in these new settlements; not a penny has yet been paid for crossing the Ohio, tho many persons who come from and go to Kentucky are frequently passing.⁸⁹ While I am mentioning ferries, I beg leave to inform you that I have caused a road to be laid out from this place to Lexington on a direct course through the woods; the distance is about eighty miles: for this service I gave to Capt Isaac Taylor one hundred acres of land in the reserved Township: the price was rather high, but he did it in february when the weather was so cold that they all froze their feet, and had like to have perished. I have it also in contemplation to employ a number of hands in the fall of the year to lay out a road from the east end of the sixth range of townships in this purchase on or near a due east course, across the Scioto-country and Muskingum to wheeling or grave creek on the Southeast side of the Ohio.⁹⁰ This road for the most part will go through a level country, and save two hundred miles rideing, it being

⁸⁹ It has been claimed that Francis Kennedy, who was in Cincinnati in 1790, established the first regular ferry across the Ohio. McBride, *Pioneer Biography*, I, 113; Greve, *Cincinnati*, I, 310.

⁹⁰ Big Grave Creek empties into the Ohio about nine miles below Wheeling. The route proposed by Judge Symmes for his road eastward, followed approximately the later National Road. The usual route eastward at this time from the Miami country, as well as Kentucky, was by the Wilderness Road, through Crab Orchard, Fort Chiswell, and the Valley of Virginia. *Quarterly*, Ohio Hist. and Phil. Society, XVII, 29.

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so much nearer to Jersey than either of the routs through Kentucky and new Virginia. This work will be attended with considerable expence, but when finished, it will be of great use to the people inhabiting this purchase.

I have transmitted herewith, an exact copy of the list of certificates which I paid at the treasury of the United States; which will give you a sufficient clue to find the true sum of Indents due to every purchaser;⁹¹ There are several that are not to draw any indents, which I will point out hereafter; as they agreed to let me have the benefit of their facilities. I hope that Doctor Downer, M^r Stelle, and M^r Witham will not fail to make their stipulated payments in season according to agreement. M^r Matthias Denman, and M^r Joseph Halsey jun^r assured me that they also would make very considerable remittances to you for the lands which they elected while in this country; they are to have land, in quantity according as they effect their payments.⁹²

Daniel Hunt esquire of Lebanon, Benjaⁿ Van Cleve Esqr of Maiden-head, and a M^r Nathaniel Hunt somewhere in Hunterdon, sent their obligations to me last fall by Capt Ralph Hunt,⁹³ promising to see me paid at six shillings per acre proc in certificates, for all the lands which Capt Ralph Hunt should locate or take warrants for. I enclose to you their obligations to me together with the account of what Ralph Hunt contracted for; These certificates I expect will be paid to you immediately by these gentlemen, as I know many people have bought a part of

⁹¹ *Ante*, p. 27 (note 7).

⁹² *Ante*, p. 45 (note 39).

⁹³ Abner Hunt, a brother of Captain Ralph Hunt, and a well known surveyor, was killed by the Indians during the memorable attack upon Dunlap's Station, January 10, 1791. McBride, *Pioneer Biography*, I, 147; Greve, *Cincinnati*, I, 284 ff. Benjamin Van Cleve was either an uncle or a relative of the Benjamin Van Cleve whose diary is an important source for early Ohio history. *Quarterly*, Ohio Hist. and Phil. Society, XVII, 8; *post*, pp. 107, 222, 232.

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the land from them, and have actually made their payments to Capt Hunt therefor; tho I fear it is in such property as will not avail them much in procuring the necessary certificates; cattle, Iron, and farms on the Mononga[he]la, have made up the most of their remittances to Capt. Hunt. Captain John Stites Ganoe, in company with Capt. Benj. Stites and some others, have agreed to purchase the seventh Range; this may be the contents of two Townships, or so much as they can raise the certificates wherewith to effect the payment of at the rate of five sixths of a dollar per acre & office fees, by the first of july or august next: No allowance of interest to be made to them on their certificates after the first day of next month (june) nor can interest be allowed after that time to any purchaser, as I must pay interest on the residue of the purchase money after the second payment is made.

No copy of the last contract with the treasury-board has ever come to my hand, tho I have long expected, & been impatient to see it: I conclude it is lost on the way, as several of your favours have mentioned that you would speedily forward it.⁹⁴ By this, if I had it, I shou'd know much better how to proceed in the business of sales, than I do at present. I therefore beg Sir that you will be so good as to enclose me another copy of the contract.

By the map of the purchase, it will be evident, that one million of acres, exclusive of the reserved sections, will extend near twice the distance Northeast into the country, that the first contract, or a continuation of the Northern boundary line of the Ohio company would have lead us to. Penetrating the Indian country thus far, will not only exceed, and run over the limits drawn at the treaty by the Indian grant, or rather extinguishment; but it will carry us so far on towards Lake Erie, as to entangle us Among

⁹⁴ *Ante*, p. 49; *post*, pp. 204, 225.

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the advanced Indian towns, and render it altogether impossible for many years, either to survey, sell or settle.⁹⁵

But this subject I can better discuss after I see the subsisting contract. Certain it is, that the grounds wheron we stood, with regard to the geography of this purchase, has proved greatly imaginary.

By Captain Henry I transmit to you a few certificates, a statement whereof attends them.

I am quite at a loss how, or when the second payment is to be made; or what measures are prerequisite on either side. By my former contract, the United States were to survey the whole contents, and furnish a map of the whole to be delivered me; in one month after which, the second payment was to become due.⁹⁶ But if you receive the certificates, or they are brought in to the board, according to the several contracts that I have made with purchasers, I am content that they should be paid to the United States upon condition that the Honorable Commissioners of the board will wave their restrictions touching the limits of the purchase, and suffer it to extend flush to the banks of both the Miami's, from their several mouths to the rear of the purchase; this prayer I think nothing unreasonable, and no more than what I hope their honors will readily comply with; I wish the just and fair thing may be done; and it may easily be effected; no bar can lie in the way, unless

⁹⁵ By the treaty at Fort Harmar, January 9, 1789, the boundary line of the Indian country was from the Cuyahoga to the headwaters of the Miami, along the line later of the Treaty of Greenville. *Am. State Papers, Indian Affairs*, I, 6-7. If Judge Symmes had secured the 1,000,000 acres specified in the second contract, his northern line would have been about 25 miles south of this line, but a little north of a continuation of the line of the Ohio Company. By the final patent of 1794 his northern boundary lay in Butler County, a few miles north of Lebanon, and south of a continuation of the Ohio Company line. *Map of the State of Ohio*, drawn up by John F. Mansfield from the Returns of the Surveyor General, Ohio Hist. and Phil. Society.

⁹⁶ *Trenton Circular, Quarterly*, Hist. and Phil. Society, V, 83.

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that narrow border of land on the little Miami shall be already sold, in which case, save if possible Capt Stites's ten thousand acres, as to the residue of the strip, I do not trouble myself about the matter; for the poorest land in the whole purchase I am told lies bordering along not far from the little Miami, between the Ohio and the Military range.⁹⁷ Sir, I beg leave to mention that there are very considerable arrears of surveying & registering fees ⁹⁸ which I beg you will endeavour to collect in specie, and with the money purchase certificates of the brookers [sic] or elsewhere: where they may be had on the best terms; I have been obliged to make use of specie which I have taken in payment for land, in order to defray the expence of surveying, and wish to have the amount, if possible, replaced with the arrears of surveying fees that are yet due in Jersey—Col. Shrieves was here a few days ago & desired me to have his indents when drawn sold at the brokers to the amount of his surveying & registering fees; If you have not received the whole of his certificates from Mr John Philips, you will please to write him for them; if I remember Col Shrieves told me he had paid Philips the certificates for eight sections. The office being opened at this place it to be recommended to the purchasers of Miami lands who have discharged the whole of the purchase money & office fees, to forward their warrants to the office for entry, that they may be the sooner ascertained by the extract of the record which shall be forwarded to them, where their several sections are situate.

Many people apply to me to purchase one, two, or three of the ten acre lots, round this village, but do not chuse to take the whole hundred acres for the want of wherewith to pay—⁹⁹ I beg therefore that the proprietors will honor

⁹⁷ *Ante*, p. 34 (note 16).

⁹⁸ *Post*, p. 215 (note 33).

⁹⁹ *Ante*, pp. 68-69.

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me with their instructions. whether I may sell a single ten acre lot or more of them to one man, when he does not take the whole hundred acres. If you conclude to suffer me to sell single 10 acre lots, pray set the price, or authorize me to use my own discretion—10 acre lots are wanted round Southbend as well as Northbend. At present the price I hold the 100 acres at is 2 dollars pr acre. I think the ten acre lots will bear 10/ an acre in specie on an average sold by themselves.

In some of my preceding sheets I mentioned that I should send you a very correct map of the purchase as high as surveyed: this I had employed Capt John Stites Ganoe who professes to possess the double acquirement of surveyor & limner, about six or eight weeks ago, to draw; but Mr Ganoe called on me lately, to inform me that he had not nor could he finish the map for some time, but would take the material parts, & lines with a copy of the field notes with him to New York to which City he was directly going, and would there finish the map & present it to you in my name. It is my desire that the map drawn by Mr Ganoe, when finished, may be presented to the Honble the Commissioners of the treasury-board for their remarks; and then if you think proper, I beg Sir, that you will lay it on the table in the office of the Secretary of Congress, for the perusal of His Excellency the president & the Hon^{ble} Members of the Senate and house of representatives.

But in the mean time, while Mr Ganoe is preparing this; that you may not be uninformed of the boundaries and extent of the purchase as high as the two Miamis are traversed; I forward a rough map of the whole which I have had drawn in my office, nearly exact as to contents, & meanders of the three large rivers, but in which we have not attempted to lay down the smaller streams of water, (only at their mouths), which are interspersed, and spread

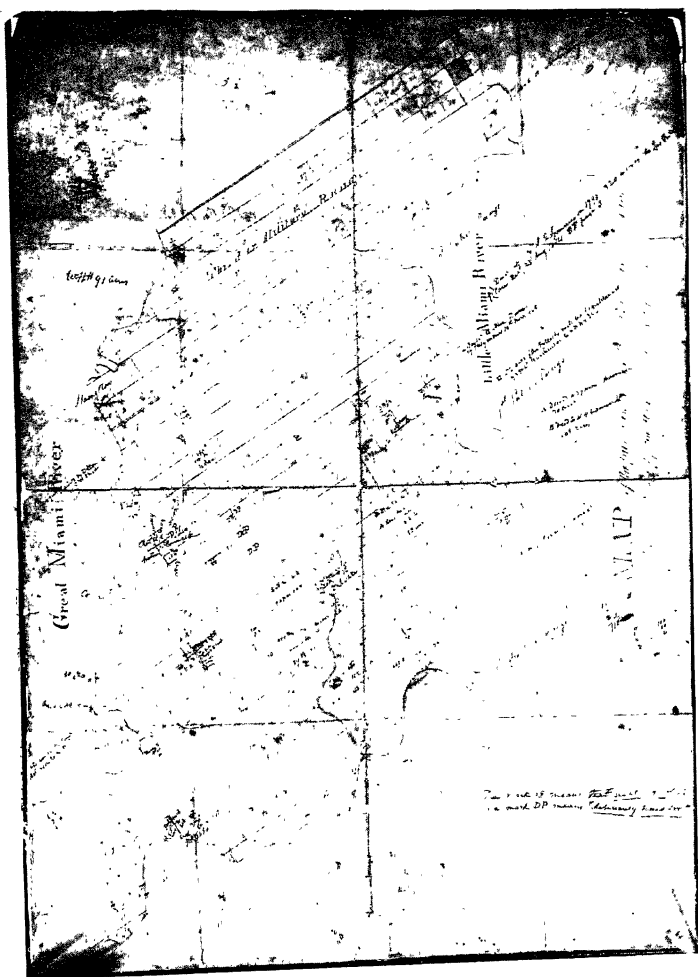
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most beautifully through the purchase, this with the hills we had not time to attend to, and M^r Ganoe is to do it, which renders it unnecessary for me.

Be pleased to spread all the maps which I transmit, (M^r Ganoes, & that of your own land excepted,) before the board of the proprietors of the reserved township. that every gentleman may have some just Ideas of the geography of the Country. On this general map I have made those remarks which I intended to have made on a map of the reserved Township only, which I had proposed to send. I have enclosed, Sir, some military claims of M^r Abraham Drake¹⁰⁰ which I shall be much obliged to you to gain admission for with General Knox. M^r Drake applied to me in Jersey to have these admitted; I encouraged him, but he neglected at that time to hand them forward, and came out to this country early in the spring of 1788.

Many other applications have been made to me by Military gentlemen; but I have uniformly rejected them. I presume that there are numbers who have applied previous to my leaving New York almost sufficient to cover the Military range; tho that to be sure has more land in it than any range in the purchase. I have enclosed you a list of the certificates paid last year at the treasury; and a list of a few certificates, which I transmit by M^r Henry to be by you paid forward, with others at the second payment. You will observe in the same list, a state of three certificates: one of Col Dunhams which I had of M^r Elias Boudinot, which I beg you will speak to him about— It would not pass at the treasury for want of liquidation; I beg you will see that it is either liquidated & paid forward,

¹⁰⁰ Abraham Drake, a native of New Jersey, and an uncle of Dr. Daniel Drake, finally settled with other members of his family near Mayslick, Kentucky. Mansfield, *Life of Dr. Daniel Drake*, p. 22; *Quarterly*, Ohio Hist. and Phil. Society, XVIII, 40.



Ms. Map (official) of the Miami Purchase. Collection of the Historical and Philosophical Society of Ohio.

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or that M^r Boudinot takes it back & credits me the amount on my note to him for borrowed certificates. the other two are Nourses and must be transfered at the Registers office, or returned to the first proprietors & by them credited to me, or exchanged for good ones.

Thus far had I written when a soldier came runing to my house on the 21st May informing me that M^r Luce ¹⁰¹ desired me to come immediately up to the blockhouse, which is about two hundred yards from mine, and assist him in dressing the wounded men, for that the Indians had fired on the boat. I ran up & found one soldier by the name of Runyan from Jersey lying dead on the bank, and six others (two citizens) wounded. I then apprehended that M^r John Mills and soldier Gray were mortally wounded; but M^r Mills is now in a fair way of recovery; Gray is gone with the other wounded soldiers to the garrison at the falls where they have a surgeon, and I have not heard from any of them since. I have already wrote you twice since the misfortune of the 21st and I expect that Major Wyllis will deliver one or both of the letters; in which I have given you an account of the accident. It is now the 5th of june, and from the 21st May to this day we have had no further disturbance from the Indians; tho our people have not been up the river to work at Southbend since that day. Indeed our village has been favoured with room plenty for us since that time, as at least fifty souls fled away that day, & the next, expecting every moment that the place would be attacked by the Indians.

Col Shrieves has returned from the Mississippia, and make's no very favourable report of Col. Morgan's conduct or Country, which I believe you will see stated fully in the news-papers; at least Colonel Shrieves assured me that he

¹⁰¹ Ensign Francis Luce was in command of the detachment that Major Wyllis sent to North Bend from Louisville. *Ante*, p. 81.

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would do it, that no more Ignorant people might be deluded by Mr Morgan.¹⁰²

A few days before Mr Luce was fired on: a number of prisoners (squaws and indian boys) were brought to this place by Col. Patterson and a party of the Lexington light horse, being sent by the authority of Kentucky to the commanding officer of the garrison here. with a request that they might be by some means or other forwarded towards the Indian Towns, or turned at liberty in the woods to find their way home, or starve which ever might happen.

One of the Indians who went down last winter with Col Morgan, happening at this juncture to return with Col. Shrieves, he was prevailed on to stop here, and prepare for a trip to the Indian Towns, to inform the Shawanose that their women and children, ten in number, were here ready for an exchange, if they would come and bring in their white prisoners for the purpose.

These matters I stated in a letter addressed to the Shawanose chiefs one of whom had spent some time with me last winter; and to give a better countenance to the message, and shew to demonstration that we meant to be on friendly terms with them, if they would be peaceable with us; I proposed sending a young white man along with the Indian to the towns— Several of my young citizens offered to go; but I thought Isaac Freeman, a young man whose father lives near Quibble Town, as proper a person as any I had; both from his approved courage, and activity, and a certain manner of address which is pleasing to the Indians. But as Mr Freeman could speak no Indian, and the Indian could speak no english, a third person became

¹⁰² General Harmar, also, called attention to the migration to Colonel Morgan's new settlement. Not less than 300 persons bound for New Madrid had passed Fort Harmar, he asserted, within three days. *General Josiah Harmar to Governor Arthur St. Clair*, May 8, 1789, *Northwest Territory Papers*, Library of Congress. *Ante*, p. 77 (note 80).

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necessary to serve as an interpreter; to supply which I sent along with them, the eldest Indian boy, about fifteen years of age, who retained well his mother tongue, yet spoke very good English which he had acquired while a prisoner in Kentucky. They three set out from Northbend with twenty days provisions and a pack-horse, one rifle, and plenty of amunition, tho the Indian informed me by one of the squaws, who is in fact a white woman, but has lived long among the Shawanose. that they should be at the Indian Towns in eight days if they had good weather and met with no bad luck on their journey. One reason why I wished to avail myself of this opportunity of sending a white man to the Indian Towns, was, that I might gain some information on his return, if he lives to come back, with regard to the quality of the country between the Miamis & abov the place where any have already explored; for this purpose I directed him to go out and come in between the two Miami rivers—¹⁰³ And shou'd we hereafter find it necessary to Invade their country; the United States will in this case have a good guide to their army who will be able to point out the most eligible way that leads to the Indian towns; and what nations are the hostile ones. Freeman's going to the Shawanose will reduce to certainty whether they mean to be our friends or enemies—and I think that puting the worst they will only sell him to the english traders as they do other prisoners, for it is not probable that they will put him to death as they had none killed in captivating of him; and especially as we have so many of their women and children now in our power.

June the 14th. Dear Sir, Tho it is now more than two weeks since Major Wyllys passed me on his way up the river; and was so good as to promise to use his utmost en-

¹⁰³ For the results of Freeman's mission, see *post*, p. 103.

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deavour with General Harmer for the procuring of some troops for these settlements, which I expected before this time, yet none have arrived— We have therefore began to build ourselves a stockade for fear of the worst. Should the Indians prove hostile—or should the Indians come in with M^r Freeman for their friends with us, if we remain till then as defenceless as now, I fear our weakness may tempt them to make war upon us, but there is another benefit I promise myself from a good large stockade; this is, that it will embolden many a citizen to settle in this town, whose nerves would not bear the thought of sleeping out of a fort. Had we have had a good stockade on the 21st ult: I do not believe that half so many, if any indeed, would have fled the place. This work Capt Kearsey with his 45 men should have done; but he did nothing. M^r Luce has a small block-house, yet large enough for the few troops with him—but that is all, not a citizen can be admitted in case of an attack: The citizens must provide for their own defence which is peculiarly hard on them to be obliged to leave their corn planting and clearing, (late in the season as it is) in order to make some place where they may deposit their wives and children in safety; while themselves rest from the hard labours of the day. I have enclosed to M^r Marsh a scetch of the 10 acre lots which he will put in your hands: ¹⁰⁴ by it you may see where yours as a purchaser falls; your lot is strong land, more fit for mowing or pasture than plowing by reason of hills, for they are all more or less hilly.

One Remark I have hitherto omitted, viz. It is expected that on the arrival of Governor St Clair, this purchase will be organized into a County; it is therefore of some moment which town shall be made the County-town; Losantiville at present bids the fairest; it is a most excel-

¹⁰⁴ *Ante*, p. 69.

LETTERS FROM JOHN CLEVES SYMMES

lent site for a large town, and is at present the most central of any of the inhabited towns; but if Southbend might be finished, and occupied, that would be exactly in the center and probably would take the lead of the present villages, until the City can be made somewhat considerable: this is really a matter of importance to the proprietors; but can only be atchieved by their exertions and encouragements; the lands back of South bend are not very much broken after you ascend the first hill; and will afford rich supplies for a county town— A few troops stationed at Southbend will efect the settlement of this new village in a very short time. june 15th 1789

An express has very lately been dispatched to General Harmer from Major Hamtramck¹⁰⁵ at Post Vinciens, that great hostillities are committed by the Indians on the Wabash, many boats are taken and numbers of people killed. The Major Mentions in a letter to M^r Luce that the Miami & Wabash Indians are determined to actack the settlements in this purchase in the course of this summer. this news arrived here last night. We are very defenceless; and know not of any troops coming to our assistance; Capt Henry sets out in the Morning; and with him goes to Louisville 16 or 18 men who do not expect to be here again till fall.¹⁰⁶

I have the honor to be with every sentiment of esteem

Dear sir, your most obedient servant.

John Cleves Symmes

Hon^{ble} Capt Dayton.

¹⁰⁵ Major John Francis Hamtramck was one of the most important figures in the military history of the early West. A Revolutionary soldier, he remained in the regular army and served with the Western troops. He built Fort Knox at Vincennes, in July, 1788, was in Saint Clair's and Wayne's campaigns, and was later commandant at Fort Wayne. Jones, *Fort Washington*, p. 40 (note 58).

¹⁰⁶ Doubtless it was with this detachment that Judge Symmes sent his valuable papers for safe keeping to Louisville, in the care of his nephew, Daniel Symmes. *Post*, p. 286.

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JOHN CLEVES SYMMES TO JONATHAN DAYTON ¹⁰⁷

Northbend the 22 of May 1789.
Dear Sir,

For several days past I have been at every spare hour that I could command preparing a large packet for your hand, which Mr James Henry who is to set out in a few days from this place (five miles above the mouth of the Great Miami) for Jersey, will do himself the honor of delivering to you in person, that you may be by him resolved on many points which I may perhaps have omitted—¹⁰⁸

But in the mean time having an unexpected opportunity by Luther Ketchel of Morris County, I set my pen to paper merely to inform you perhaps a few days before Mr Henry arrives, that we have no other guards of troops in the purchase than Ensign Luce with twelve effective men. he at most had eighteen, one deserted, and yesterday one was killed and four others badly wounded by a party of about fifteen Indians who fired on the ensign as he was escorting several Citizens in his boat about seven miles up the Ohio from this place, who were going to work on their houses in a new Town erecting there—¹⁰⁹ Mr John Mills your neighbour, & William Montgomery of Kentucky were the only Citizens wounded, Mr Mills received the first shot the ball entering his back under the right shoulder blade & came out near his right pap.

The soldiers were in their habiliments. I have long since informed General Harmer that Capt Kearsey had left the purchase, and therefore solicited of him other succours—I have stated our forlorn situation to Major Wyllis at the falls, but it is yet uncertain whether we shall receive any fresh assistance from either place.

¹⁰⁷ For Dayton's answer, see *post*, pp. 218-234.

¹⁰⁸ This is doubtless a reference to the long letter, *ante*, pp. 53-95.

¹⁰⁹ I.e. South Bend, *Ante*, pp. 65, 95.

LETTERS FROM JOHN CLEVES SYMMES

We are in three defenceless villages along the banks of the Ohio— And since the misfortune of yesterday, many Citizens have embarked and gone for Louisville, others are preparing to follow them soon—so that I fear I shall be nearly stripped of settlers and left with one dozen soldiers only—

Kearseys leaving the purchase in the manner he did ruined me for several weeks—¹¹⁰ But this madness of his I had in some measure recovered—the late stroke, and almost no troops, will frighten many away & prevent still more from coming to these settlements. which would flourish equal to my Most sanguine wishes if we had a respectable body of troops stationed in the purchase.

If therefore you wish Sir, the prosperity of the Miamese (so we call ourselves) pray make no delay in waiting on General Knox and solicit him that some troops be ordered immediately to our support— In my opinion troops are of little moment at the falls, and at Muskingum not half as much wanted as here—¹¹¹ At both these places they are numerous notwithstanding.

Yourself, Mr Boudinot, Mr Marsh & some others shall hear something of your lands that will be very agreeable by Mr Henry— Meantime my respect [Ms. torn] compliments to these & other gentlemen of my acquaintance.

and am with much esteem and regard

Your very humble &
obedient servant

[Addressed:] The Hon^{ble} John C Symmes

Jonathan Dayton Esqr
in Congress New York

by
Mr Luther Ketchel

¹¹⁰ *Ante*, p. 81.

¹¹¹ These posts were Fort Nelson at Louisville and Fort Harmer at the mouth of the Muskingum.

THE SYMMES CORRESPONDENCE

JOHN CLEVES SYMMES TO JONATHAN DAYTON ¹¹²

Northbend May the 27th 1789

Dear Sir,

Having so fair an opportunity as now by Major Wyllys, I do myself the honor of addressing you. I wrote you a few days ago by M^r Ketchel of Morris County, but hope the Major will overtake the letter & bear it with this— The subject of that letter was principally addressed with a view of prevailing on you to solicit General Knox for a few troops— We have on the whole escaped very well at our three settlements in this purchase till on the 21st Inst M^r Luce was fired upon by a party of Indians, the particulars of which Major Wyllys will detail to you.¹¹³ But I apprehend that we shall really have some trouble at this post before summer is out— I believe that fifty persons of all ages have left this place since the accident of the 21st. The settlers consider themselves as neglected by Government—beyond all doubt we are the most advanced settlement on the frontiers of the United States, and yet all our guard is an ensign and twelve men, to defend the most perilous post in the western country.

I beg Sir, to repeat that we are really distressed here for the want of troops. If therefore you have influence with Gen^l Knox, do prevail with him to order us some further protection.

I have been preparing a large packet for you for two weeks past when I had a little spare time, this, Capt Henry will do himself the honor to deliver to you in a few week, as he will leave this place I expect in about ten days, by him you will learn every particular of my proceeding & the state of the several settlements,¹¹⁴ on the whole we

¹¹³ For Dayton's answer, see *post*, pp. 218-234.

¹¹⁴ *Ante*, p. 96.

¹¹⁴ *Ante*, pp. 53-95.

LETTERS FROM JOHN CLEVES SYMMES

flourish, but we have many enemies and ill wishers who seek to injure us by every falsehood they can devise.

The Country is healthy, and looks like a mere meadow for Many miles together in some places. In my packet you shall have a description of your land in particular—and of everything worthy your notice touching the reserved township & the purchase in general, with a variety of Maps besides one general one of the purchase from actual survey as high as 80 miles up the great Miami by its courses, & across the purchase to Mad river— Strange as it may appear to some Gentlemen, My first contract to its utmost limits on all sides does not contain eight hundred thousand acres. but this you shall ere long have demonstrated by the map of sworn surveyors.

The Major arrived only this evening & goes off again in the Morning by light or I would have done my endeavour to have forwarded a part of my narration by him, for I should be wise in this as I fear when the whole comes together there will be so much that it will tire you with the reading.

I had prepared a letter for M^r Boudinot to come with M^r Henry but will send it by Major Wyllys, & anoth [sic] for M^r Condict, which please to forward.¹¹⁵

I beg Sir that you will be so good as to forward to me a copy of the last contract with the Hon^{ble} board for we suffer in our business here because we do not receive it.¹¹⁶

I beg my best respects to M^{rs} Dayton & family & remain with

much esteem dear Sir

Your very humble servt.

John Cleves Symmes

Hon^{ble}

M^r Dayton.

¹¹⁵ Neither one of these letters has been preserved. Ed.

¹¹⁶ *Ante*, pp. 49, 86; *post*, pp. 103, 210-211, 225.

THE SYMMES CORRESPONDENCE

JOHN CLEVES SYMMES TO JONATHAN DAYTON

Northbend, july the 17th A D 1789.

My dear Sir,

In two of your last favours, you mentioned that Doct^r Downer had a disposition to relinquish such part of his contract for Miami land as related to the fifth range—¹¹⁷ I am willing that he should relinquish the contract altogether; for I cannot think of his retaining that township only which he & Witham contracted for in the first entire range on the same terms that he was to comply with for the lands in the first & fifth ranges collectively— I have lately received a letter from the Doctor wherein he informs me that he intends to keep the township in the first range, but resigns all pretensions to the fifth— I have also received a letter from M^r Witham of New Hampshire; he informs me that he has it not in his power to fullfil the first part of his contract; but that he intends coming on in the fall of the Year with several families, and is in hopes that he shall be able to make considerable payments by that time— If M^r Witham comes, I shall make it a point to accommodate him sattisfactorily— But in this state of uncertainty as to both M^r Downer & Witham I cannot think of loseing an opportunity to sell any of the lands they negociated for, in order to raise those sums of certificates which they were to have advanced before this time— For tho I do not know when the second payment is to be made by the second contract, not having had the happiness to receive any copy,¹¹⁸ yet I shall certainly take every measure in my power to have provision made there-

¹¹⁷ *Ante*, p. 45 (note 39); *post*, p. 215.

¹¹⁸ *Ante*, p. 99 (note 116).

LETTERS FROM JOHN CLEVES SYMMES

for— To this purpose I have sold the 7th range to Major Stites & Capt Ganoe, and Capt Ganoe is now on his way to New York in order to raise the certificates— I have also made several other sales of some importance to gentlemen from Pennsylvania, who are going into the southern states with a view of purchasing certificates; which they intend paying to me on their return which is at farthest day to be by first next may.¹¹⁹ I am happy that I have it in my power to inform you that I believe our very worthy friend Col Spencer ¹²⁰ is accommodated as well as it is possible to do it in this purchase, unless the banks of the Ohio discovered charms to him beyond that of a superior soil more inland— The Col. expressed a desire to me to have a farm on the Ohio, but the reserved township filling more than half the space between the mouths of the two Miamis, adding your three miles and Denmans one, covered every foot given me by the second contract, so that not only the Col: but myself & every body else who purchases out of the reserved township are excluded the Ohio— But what I could do for Col Spencer I have done— I have agreed to let him have the first township on the great Miami which Downer & Witham was to have; In this, several other gentlemen from Essex are concerned with the Col—they have each contracted for a separate part thereof, so that, one has nothing to do with the others stipulations— I enclose you copies of the articles I gave them— The township which they have bought is a most

¹¹⁹ This is an interesting commentary on the difficulty to secure public certificates after the Federal government was organized. Dewey, *Financial History of the United States*, (ed. 1922), pp. 56-57, 90-91.

¹²⁰ *Post*, pp. 217, 259, 264 (note 125). Colonel Oliver M. Spencer was one of the most prominent of the New Jersey group which migrated westward and settled in the Miami country. It was his son, Oliver, who was captured by the Indians. *Quarterly*, Ohio Hist. and Phil. Society, XVIII, 68, 108; McBride, *Pioneer Biography*, I, 36; II, 186.

THE SYMMES CORRESPONDENCE

excellent tract of land, and I can safely recommend it to any gentlemen who may think proper to join in the purchase with them—there is a tract of land which spreads itself from the second to the sixth range which is equal to any tract to be found in the western country— By Capt Henry I transmitted to you a list of the certificates which I paid at the treasury, it was not signed & as you advi[s]ed, being gone before Colonel Spencer arrived with your letter—¹²¹ I received several other certificates from gentlemen, more than what are stated in that list, that being alone such as I paid in—the others I exchanged away in the course of business, including some which I was obliged to sell to raise specie to bring me here, after every other effort had failed me to procure hard money by other means—but those who paid me such certificates as I parted with other than at the treasury board, have my receipts therefor which will enable you to do them justice with regard to the Indents— Col Shrieves requested me to have so many of his indents sold as would procure specie sufficient to discharge his surveying fees—this I beg you will do: if you have no account of what warrants he purchased—M^r John Philips of Maiden head can furnish you with the account. I beg you will call on him for the unsold warrants in his hands, and the checks of such as he may have cut off— I have consulted M^r Stites on the matter you mentioned touching the surveying & registering fees due from such as lodged their certificates in his hands, & for whom he undertook to locate ¹²²—he says that all that passed between him & those gentlemen on that subject was, “that they might pay him the office fees if they chose, and he would hand it forward to me; but that not more than two as he remembered had done it”— M^r Stites promised

¹²¹ *Post*, pp. 213-218.

¹²² *Post*, p. 215 (note 33).

LETTERS FROM JOHN CLEVES SYMMES

to send me an exact account of what was paid, but has never done it—those gentlemen themselves know whether they have paid him, & those who have not, must settle with you or M^r Marsh the office fees, as M^r Stites has no pretensions of claim thereto—

Pray Sir forward me a copy of the contract,¹²³ & withal give me your opinion on the question whether the Commissioners of the board will strenuously adhere to the twenty miles, or whether they may not be prevailed on to give up that mere fragment of land at the mouth of the little Miami and suffer me to extend to the banks of that stream. I hope my packet by Capt Henry and some letters by Major Wyllys & other hands will soon come safe to your hand.¹²⁴

I wrote by Henry so fully that it is needless to attempt any relation of facts previous to those dates— I mentioned that I had sent Isaac Freeman into the Indian Country¹²⁵—he has returned safe, but brings such terrifying accounts of the warlike preparations making at the Indian towns that it has raised fresh commotions in this village & many families are preparing to go down to the falls—they say “they will not stay longer at a place like this the very forlorn hope of the United States, and at the same time so intollerably neglected as we are,” one ensign & twelve soldiers, in a little block-house badly constructed, and not an ax, hoe spade, or even tomhawk the property of the United States is furnished to them, they must have perished for want of shelter & firewood, had I not furnished utensils to them ever since December last, to my very great detriment, for very few axes and other articles are returned until they are entirely ruined, & frequently when I lend an article it is gone forever from me, as boats are always passing, & by calling at this place, furnish an

¹²³ *Ante*, p. 99 (note 116).

¹²⁵ *Ante*, p. 92.

¹²⁴ *Ante*, pp. 53-99.

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opportunity to the soldiers to barter for liquor many an article of mine, not a swivel, is afforded us, when common prudence dictates that each village should have two or three field peices at least— I have indeed lost sight of any succour from the United States. Major Wyllys assured me when on his passage up the river, that he would prevail with Gen^l Harmer to detach some men from that post, seven weeks has elapsed since & not a man arrives—not even a dawn of hope that any will arrive; unless these settlements become more an object of attention to Congress & General Knox. I am by no means terrified by the report of M^r Freeman; but I am indeed mortified to see people runing away from these settlements, merely because no care is taken by their superiors to save them and their families from the rage of savages—they feel themselves abandoned to destruction, and whether the danger they apprehend is real or imaginary tis the same thing to them— One family flying from the purchase causes more detriment to the settlement than fifty staying away when they are away—

The Indians wrote by Freeman in answer to my letter to them; they promise and flatter sufficiently to be sure; Col Spencer has a copy; but a few things which Freeman relates as facts, I will mention— While M^r Freeman was at the Indian towns he was lodged at the house of a chief called Blue-Jacket, & while there he saw the pack-horses come to blue Jackets house loaded with five hundred weight of powder, & lead equivalent with one hundred muskets, this share he saw deposited at the house of Blue Jacket—he says the like quantity was sent them from Detroit to every chief through all their towns— Freeman saw the same dividend deposited at a second chiefs house in the same town with Blue Jacket. on the arrival of these stores

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from Detroit, Brittish Colors were displayed on the house-top of every chief, and a prisoner among the Indians who had the address to gain full credit with them and attended at their council house every day, found means to procure by artifice an opportunity of conversing with Freeman, He assured Freeman "that the Indians were fully determined to rout these settlers altogether, that they would have attempted it before this time but had not military stores; but these being then arrived, it would not be long before they would march; that they only waited the return of a Mr Magee with two pieces of artillery from Sandusky or Detroit, and they would proceed without further delay down to the Ohio on their proposed expedition"—These preparations for war at the Indian Towns I believe are certain, as the report of Freeman is fully coroborated by a letter which ensign Luce lately received from the commanding officer at Post St. Vincent, apprizing him of a design among the Indians on the head waters of the Wabash to cut of[f] these settlements—¹²⁶ It also comes confirmed by way of Pittsburgh, that the Indians are making great preparations for war, and that the Miami settlements & Limestone settlements are to fall by the same campaign.

What will be the Issue God only knows; I shall however maintain the ground as long as is possible, illy prepared as we are; I can but perish as many a better man has done before me; It will be but just however if we are to have no assistance, to advertise me thereof immediately, that, we may all resort to one station, which will be put in the best posture of defence that we are able to fortify—

Col Spencer, or rather his company are impatient to

¹²⁶ *Ante*, p. 95.

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be on their way up the river, I have therefore no time to write much or copy fair what I have already scribbled.

I shall be happy to receive letters from you & M^r Marsh after you receive my packet by M^r Henry, as many things are therein stated which need solution.

I beg Sir that you will kindly make my compliments to M^{rs} Dayton & family and to your father & family, & all my worthy friends in Essex— I would fain have wrote to M^r Marsh but really have not time, he will therefore excuse me I hope at present.

My respects to the Hon^{ble} M^r Boudinot; M^r Mills I believe returns with Col Spencer and will furnish him with every information touching his land, that I am able to give— I wish purchasers to send out their land warrants—having paid the surveying & registering fees,¹²⁷ that they may be recorded— I have myself located for several Gentlemen, without being requested so to do; if they do not approve of the choice I have made for them, I wish them to elect else where, that I may be at liberty to part with those sections which I now retain for them—

I have the honor to be dear Sir,

with much esteem & gratitude

Your assured friend & Servant

John Cleves Symmes

July 17th 1789—

Hon^{ble} Jonathan Dayton Esqr.

N.B. M^r John R Mills has elected a house lot in North-bend on the account of M^r Elias Boudinot, on my refering him to M^r Boudinot for the terms, M^r Mills has built a very comfortable log cabbin on the lot— M^r Mills expects to pay M^r Boudinot for the lot & keep it himself—

J C S.

¹²⁷ *Post*, p. 215 (note 33).

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P. S.

Sir you will find enclosed a copy of an agreement with Doct^r Freeman wherein he assumes to pay for eight sections—and another copy of like nature wherein M^r William Tindal and M^r Wilson Stout undertakes to pay for nineteen & an half of sections, these two gentlemen have paid me £32-10—office fees— M^r Jn^o R Mills has paid office fees for his 2240 acres contracted for—

M^r Wilson Stout informs me that a M^r George Hall of Somerset informed M^r Stout before he left Jersey, that he M^r Hall put the certificates for two & a quarter sections of Miami land, for the express purpose of paying off M^r Halls bond which I have for those very certificates—into the hands of a M^r Jesse Hunt from Hunterdon who was with me at this place several weeks in the spring, but never delivered one dollar to me on account of M^r Hall or any other person whatever— This is the same Jesse Hunt who quibbled so on the contract with Dan^l Hunt Esqr—¹²⁸

Sir farewell

Jn^o C. Symmes

Hon^{ble} M^r Dayton.

17th Since dark this evening a Shawanoe Indian came on the hill back of the town & hallowed to the Indian who returned with M^r Freeman— This made a considerable alarm—the women & children flew to my house, & the men paraded with their arms— But the Indian who was with us went up the hill to the stranger and brought him in—he makes fair promises & says that he is alone from the Indian towns, and only five days on the road—

¹²⁸ *Ante*, p. 85 (note 93); *post*, pp. 222, 232.

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JOHN CLEVES SYMMES TO JONATHAN DAYTON, DANIEL
MARSH AND MATTHIAS OGDEN ¹²⁹

Northbend January the 1st: 1790.

Gentlemen,

I have been honor'd by the receipt of your instructions of the 12th of September last, and have set about laying off the City in the place where you have directed me.¹³⁰ We find the ground rather uneven, but on the whole I hope it will do better, than I formerly thought it would, especially as it embraces several valuable springs which never fail. Some of the squares are very good ones, but others of them are very indifferent. owing partly to Camp-creek's runing across the plat; as also to very considerable hills and deep gutters which are interspersed throughout the isthmus. The City does not reach quite over to the banks of Miami, for I have lain it out exactly on the old plan, and on the cardinal points; not receiving any instructions from you, authorising me to throw it into an oblong, which would have shot it better across the neck of land from river to river. I believe that I shall have very little difficulty in procuring a relinquishment of all the lots which are sold and given away in Northbend; Those which have been paid for, I hope will be restored, or reimbursing the purchaser his money, tho several of these purchasers are not on the ground at present. therefore I cannot say what objections they may start.

The most of those who had donation lots in this village, are well pleased with the new arrangement, as they now get five acres, and had but one before. this seems to

¹²⁹ For Dayton's answer to this letter, see *post*, pp. 255-257.

¹³⁰ While these instructions from the twenty-four proprietors cannot be found, other evidence shows that they probably ordered Symmes to lay out a city upon the site of North Bend, where he had already planned only a village. *Ante*, pp. 68-69; *post*, pp. 126, 226.

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pacify them tho they have generally built cabins on the acre.

Very fortunate for the proprietors, not one man in the village but myself and two nephews have been at the expence of building a stone chimney in his house, therefore they can the more readily cast away or remove their former cabins, and build new houses on the proper streets of the city. The expence of clearing and fencing their lots is what they most lament, as this labour goes directly to the benefit of other people who take up such cleared lots. I shall therefore be obliged to make them some compensation for this in order to keep up the quiet of the town.

I wish that you had directed me how wide to lay the common that stretches from river to river on the east side of the city. but as you are silent I shall lay it forty poles wide, and then bring in the small lots in the manner directed. I would have left a wider common, but at this dangerous time when we have already had a man murdered by the Indians within the squares of the city, to leave a larger extent of unoccupied land between the city and small lots, would have looked rather like triffling with the lives of citizens who are obliged to go daily to their labour on the donation lots beyond the common.

I may perhaps be able to sell several of the small lots at the 20/ per acre; but I despair of selling one lot in a long time of the 30 or 60 acres, that price is higher than these lots will bear at present. It was seldom indeed that I could sell any land in the reserved township at 5/ specie per acre, at which price lands in the reserved township have stood since the first of may last. Another difficulty seems to attend the sale of these 30 & 60 acre lots: it is this. 50 small lots are to be given to the first 50 applicants on condition they build a house and reside three years in the city. If any of these donees should find themselves

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able to buy one or more of the 30 or 60 acre lots, by the letter of your instructions he is obliged to multiply the number of his houses in the reserved township according to the number of lots he may purchase. pray explain this. As the manor ¹³¹ by being opened and improved will become more valuable and Useful, I beg that the proprietors will decide a few questions which I take the liberty to submit.

1st Has a proprietor permission to clear land in the manor, fence, and improve it for a time to his own benefit?

2nd How long a term shall a proprietor have in such cleared land?

3rd On what terms shall a citizen who is no proprietor improve lands in the manor?

4th Will it not be good policy for the sake of encouragement of the city, to calculate the manor as consisting of ninety six shares, one share to attach to each propriety; and suffer your agents here to sell the residue at such prices to be yearly regulated according to the population of the city, as the proprietors may think proper to direct. Such purchasers can have no voice in regulating the price of unsold shares, which will remain common property to the original twenty four proprietors. If 96 shares are thought too many; reduce the number; tho I think the number small enough if you intend to nurse the city liberally.

5th Has a proprietor a right to locate lands in the reserved township, east of the small out lots and have them charged to him in the general account, or must proprietors actually purchase and pay for lands in the same manner with strangers?

6th How long a term will you give to any who shall clear out certain parts of the common east of the city?

¹³¹ I.e. the reserved land between the Miami and the Ohio. *Ante*, p. 39 (note 27); p. 67.

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for unless some encouragement is given to have it cleared, it will for many years remain a mere chaos of brush, logs, weeds, and all sorts of incumbrances.

I have now one request to make to the board of proprietors,¹³² which I beg you gentlemen to lay before them at their next meeting. Not dreaming that the village of Northbend would ever be disturbed to make way for the city; I have gone to considerable expence in erecting comfortable log houses on the three lots which I had taken for myself and two nephews, young men who are with me; the lots in Northbend were four poles wide: We have therefore occupied twelve poles of ground on the bank of the Ohio: This front is covered with buildings from one end to the other; and of too valuable a construction for me to think of losing them in the general wreck of the village.

That the proprietors may be the more sensible of the reasonableness of my request, I will give you a description of them. The first or most easterly one is a good cabin, 16 feet wide & 22 feet long, with a handsome stone chimney in it; the roof is composed of boat-plank set endways obliquely, and answers a triple purpose of rafters, lath, and undercourse of shingle, on which lay double rows of claboards which makes an exceeding tight and good roof. The next is a Cottage 16 feet by 18, & two and a half stories high; the roof is well shingled with nails. The third is a cabin 15 feet wide and 16 feet long, one story high with a good stone chimney in it; the roof shingled with nails. The 4th is a very handsome log house 18 feet by 26 and two stories high, with two good cellars under the same, the second cellar being sunk directly under the

¹³² The frequent mention of the board of proprietors of the reserved land is of special interest. Corresponding to similar organizations in the colonial period in both East Jersey and West Jersey, the board emphasized the similarity between Symmes' project and those of the founders of the Jerseys. Tanner, *Province of New Jersey*, pp. 46-47, 104-105.

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first in order to guard more effectually against heat and cold. This large cabin is shingled with nails: has a very large and good stone chimney which extends from side to side of the house for the more convenient accommodation of strangers, who are constantly coming and going; and never fail to make my house their home while they stay in the village. In this chimney is a large oven built of stone. Adjoining to this house, I have built me a well finished smoke-house 14 feet square; which brings you to a fortified gate of 8 feet for communication back. All the buildings east of this gate are set as close to each other as was possible. Adjoining to and west of the gate is a double cabin of 48 feet in length and 16 feet wide, with a well built stone chimney of two fire places, one facing each room. This roof is covered with boat plank throughout and double rows of claboards in the same manner with the first described cabin. In these several cabins I have fourteen sash windows of glass. My barn or fodder-house comes next with a stable on one side for my horses, and on the other, one for my cows. These entirely fill up the space of twelve poles. This string of cabins stands feet from the bank of the river and quite free from and to the south of the front or Jersey Street of the city.¹³³

Now gentlemen I beg of the proprietors this small piece of land at some price which they may set, that I may have the fee thereof vested in me. These buildings have cost me more than two hundred pounds specie, and I cannot afford to let them go to strangers for nothing: the mason work alone come to more than one hundred dollars. There is not another house on the ground that has either cellar, stone chimney or glass window in it; nor of any value compared with mine: therefore none can complain of this in-

¹³³ A few years later Judge Symmes replaced these buildings with a substantial house. See *post*, p. 302.

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dulgence as a partiality to me. I enclose you a rough survey of this piece of ground and where it lies, that you may be better masters of the subject.

I beg to have my bounds North on the front or Jersey street, south by the river Ohio, being twelve poles wide from east to west, laping feet on the common and extending feet west in front of the southeast corner of the city & south of Jersey street.

If the board thinks proper to grant me this request as I am sure they will, I do not mean to be e'er the more excused from further building as the other proprietors do in the city, and for that purpose intend to have my timber got out this winter.

I remain Gentlemen

with much respect

your humble servant

John Cleves Symmes

Jonathan Dayton

Daniel Marsh

Math^s Ogden

Esquires.

I will take time this winter and make out an exact state of the City accounts & transmit to you—on the whole there has been very little paid for, and therefore I expect that each propriety will advance a sum in certificates at the second payment as the reserved township will be the first land deeded.¹³⁴

[Addressed:] Jonathan Dayton

Daniel Marsh

Matthias Ogden

Esquires

Elizabethtown New Jersey

¹³⁴ Judge Symmes could not legally issue a deed until he had made the second payment under the contract of October 15, 1788. See *ante*, p. 49 (note 46), *post*, pp. 190-193.

THE SYMMES CORRESPONDENCE

JOHN CLEVES SYMMES TO JONATHAN DAYTON ¹³⁵

Northbend January the 9th 1790

Dear Sir,

Gratitude for your kind interposition in my favour when some were seeking to supplant me in office, is a debt which demands my earliest acknowledgements; accept then, kind sir, my warmest thanks for so particular a favour: I am extremely sensible of the kindness done to me, and only wish that it was in my power to demonstrate to you more fully the obligation, I feel on the Occasion.¹³⁶

The insidious reports which have been spread abroad of my selling the same lands several times over, while no failure appeared on the part of the first purchaser, are really vexatious to me. M^r Denman it seems affects to avail himself of this pretext in order to excuse himself from the payment of those certificates which he assured me he would immediately pay to you on his return from this country—¹³⁷ I shall not now say how true or how false his allegations are of my selling to others the lands which he had located; but instead thereof I enclose to you the original locations as he calls them, which in plain speaking, are only applications: for indeed no man had a right to locate one foot after my arrival in this country unless he produ[c]ed a warrant to cover the same: And what first lead to these kind of applications were the promises of the applicant, "that if he could have such or such a piece of land, he would take measures to pay for it"

¹³⁵ This letter is in answer to the one from Dayton, *post*, pp. 218-234. Dayton's answer is found *post*, pp. 255-260.

¹³⁶ Apparently there had been persistent efforts to discredit Symmes, and to displace him as agent for the proprietors of the reserved lands. *Post*, pp. 223-224, 229.

¹³⁷ This controversy with Denman was a long drawn out one. *Ante*, p. 45; *post*, pp. 122, 222, 236, 252.

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by a given time agreed on between us; and I defy the severity of Cato himself with truth to charge me in a single instance, where I have not on my part come fully up to the specified time, unless in some instances, where later applications covered grounds which had been previously located, and in many instances paid for by others, before they who complained had lodged their applications with me.

I also enclose you a letter or two of Mr Denmans by which you will learn whether he ever hinted to me that he intended to advance any certificates for the land which he and Mr Israel Ludlow had applied for. Mr Ludlow, equally concerned with Mr Denman was on the ground from December to March following, and after considerable surveying had been done by him and others, yet he never identified more than three or four sections on the Map, and left Miami to go and survey at Muskingum, resting his and Mr Denmans business on those vague applications alone which I now send you. Mr Ludlow had at this time warrants to the amount of 9280 acres, a list of which he has since furnished me with, and I enclose, tho he says some other purchasers had spoke to him to locate for them, but he had not their warrants. Mr Denman had paid me to the amount of about fifteen hundred dollars in certificates, but even part of these he had again drawn out of my hands by orders on me in favour of other people, and his section opposite Licking is paid for out of these— By Mr Denmans letters it does not appear that he ever wished to take any steps towards making payment for the vast tracts which he had applied for, suppose it could have been reduced to certainty in what quarter of the purchase they lay—but no mortal knew or yet knows where more than one acre in twenty lay of what he had pointed out in his applications.

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Only those round the college township ¹³⁸ were known, and here lay many much older locations. I believe that Col Patterson made M^r Denman believe that he could and would point out the grounds to M^r Ludlow or me, but he has never attempted it, nor do I believe that he could succeed if he were to attempt it.

In the spring following my arrival here, many people came down the river and applied to me for land: what was to be done in this case? was I bound to wait until it suited M^r Denman to tell me whether he really intended to make any further payments for land or not? and of course reject every application till I knew his pleasure, for I could not sell one foot, but M^r Denman or some other person locating in the same vague manner might say "this comes within one of my locations" for there was no criterion by which to determine where the lands, set forth in many of their applications were situate. I was therefore reduced to this extremity, either to reject indiscriminately all applications made to me last spring and put an end at once to further sales, or consider the applications made the year before as null and void where they had not fulfilled the terms of contract. But previous to this I had admonished them in the Lexington Gazette (of which I have already sent you a copy) and even prolonged the time which had been first agreed on by them for payment. But to do this was to subject myself to the undeserved reproaches of those who either ignorantly or maliciously thought proper to vilify me in such a manner as to induce even those gentlemen whom I considered as men of sense, nay more, as real friends, to pause, and with a note of admiration cry out, "what can all this mean"!

M^r Denman and M^r Ludlow had located about two hundred and forty thousand acres; M^r Denman had paid

²³⁸ *Post*, p. 184 (note 253).

LETTERS FROM JOHN CLEVES SYMMES

for two or three sections at most, and his section and fraction at Losantiville, and some orders were to be taken out of these: ¹³⁹ and tho Mr Ludlow had warrants to 9 or 10:000 acres yet I could not conceive myself tied up by their uncertain and extravagant applications. Mr Ludlow was gone, and had left no body to do his business; I therefore went on with my sales in the same manner as tho they had never made application to me at all. Could I have known where Mr Ludlow would have lain the warrants which he had the custody of had he been present, I would certainly have identified those sections on the Map for him; for there was no man that I could then have served with greater pleasure.

With regard Sir to your own lands at Millcreek if the plat I sent you did not in your opinion mark all the sections which you agreed for, it was because you counted on punctilio's and I was governed by the spirit of your location.¹⁴⁰ You certainly had more than the contents of four sections allowed you in my plat; and tho what you call your very large fraction to be sure is not a complete section yet it is so near one that I had not an Idea that any objections would be made to it as its being only a fraction, paying only for what there was, especially as there is a fraction added to it in front which more than makes up such deficiency. Nor was it in my most distant thoughts that you would have any pretensions to the next tier of sections north of the line I drew for you. You had charged yourself in your own account with no more than four sections, and the design of having the fractions added to the sections was only to prevent other persons intercepting your front on the river, and not with a view, if I understood you, of extending your four sections to the contents of six.

¹³⁹ The details regarding the Losantiville purchase are given at length in Burnet, *Notes*, p. 49; Greve, *Cincinnati*, I, 155-159.

¹⁴⁰ *Ante*, p. 83; *post*, pp. 213-214, 236.

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Accordingly the section north of that line and next the reserved township was located for M^r Luther Halsey; the section next east and on the west side of Mill-creek had been located by M^r Condict before I left Jersey, and is recorded to him: The third section or that in the rear of your great fraction, I had myself located for M^r Lewis Woodruff, not suspecting that you had claim thereto.

Capt Henry taking notice of this on the Map, asked me if Lewis Woodruff had made that location himself? I answered "no; I have made it for him, tho M^r Woodruff never desired me to locate his warrant, nor do I know where it is".

M^r Henry then recommended the section to me as I had not one foot of land on or near the Ohio out of the reserved township. He said that he had been over it, and had found it a very good section, and such as he believed would suit me to make a farm of—I then wrote my name over that of M^r Woodruffs; for as I was under no obligation to locate for M^r Woodruff he could not be injured by it; not knowing any thing of the affair, and being just where he was. Thus stands the history of this section: I have once more written one name over another on this section in the rough map, and your name is now most legible; not that I think you better intitled than others from your former locations, these can never in justice or construction bring you here: but the trouble you daily meet with in managing my business, the time you spend and the attention you pay herein, are claims which no man can dispute with you, and therefore you are welcome to the section which as yet has been registered to none— This would have pleased me much for a farm and aiming to make a handsome one of it induced me to wish to purchase your section in the front of it; but my prospect of the rear section now ceasing, I do not wish to purchase the front at

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any rate; you shall have the warrants you mention to cover all your land at Mill-creek.

I would have enclosed to you Sir, the further stipulated powers of attorney, had judge Turner ¹⁴¹ arrived here with the Governor as I expected— I had drawn these powers on purpose to have them ready for acknowledgement, but the judge not coming obliges me to defer the matter for the present, I shall however take care that they arrive at New York before the time elapses which is set in the contract for that purpose.¹⁴²

Mr Stelle very injudiciously judges of me by himself.¹⁴³ He acknowledges that he has not come up to contract, and supposes for that reason that I cannot: but in this he is mistaken: not an attom of the land which he agreed for, have I since sold or even proposed to sell. and the only circumstances of which he can complain is, that when we contracted it did not occur to my remembrance that Mr Boudinot had located five sections in the fourth range, before I left New Jersey: of this however Mr Stelle was apprized by Mr John Mills when we were first on the ground as Mr Mills has since informed me; this must therefore have been before any articles were drawn between Mr Stelle and me, that business being done at Limestone after our return from Miami.

Mr Stelle notwithstanding his delinquency, added to that unnecessary and extreme caution which borders on effrontery, may however have those two townships which he con-

¹⁴¹ George Turner was appointed one of the three judges of the Northwest Territory, September 12, 1789, in place of Wm. Barton who had declined the office. Judge Turner resigned in 1798, and was succeeded by Return Jonathan Meigs. For an interesting characterization of Judge Turner, see *post*, pp. 291-292; *Annals of Congress*, I, 78, 80; Randall and Ryan, *History of Ohio*, V, 90.

¹⁴² *Post*, p. 201 (note 11).

¹⁴³ For the land transactions with Mr. Stelle, see especially *ante*, p. 45 (notes 38, 39).

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tracted for, the contents are about thirty thousand acres exclusive of reserves and M^r Boudinots locations: one of the townships being a fraction; he paying into your hands to my Use to be paid to the United States treasury, the amount of the purchase money at six shillings & three pence prock: per acre in liquidated certificates, and the Usual office fees in Specie, within one month after notice thereof from you;—by this I do not mean Sir to restrict you as to a precise time with M^r Stelle but leave it to your reasonable discretion.

The lands which M^r Stelle negotiated for are incomparably inviting and fine, and will command an immediate sale at a higher price, as two stations will be settled above the fourth range early in the spring— If col Spencer establishes his next year, there will be three stations above it, nor do I expect that we shall be called on so very soon for our second payment, tho I am exceedingly anxious to have it made as speedily as possible. a campaign must first be carried on against the Indians in order to bring them to a proper disposition to suffer the country to be surveyed so high up as the Million acres will run, for it will carry us to their very doors, and they certainly are determined on hostilities in earnest if I can judge from a thousand evidences of it.

If M^r Stelle should not think proper to close with you at the six shillings and three pence per acre and the surveying and registering fees,¹⁴⁴ I beg sir that you will not make many words with him about the matter; but proceed to sell the same to any other person or company who will pay for it at that price, and at the time set. You may sell it as an excellent tract, for it is so.

I will not myself sell any part of the fourth range but leave it wholly for the present with you to dispose of if

¹⁴⁴ *Post*, p. 215 (note 33).

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you can for certificates or money that will purchase them, so that you need be under no apprehension of any one's being disappointed who purchases therein, but then the certificates must certainly be advanced, for on this tract I place much dependance for money to make my second payment— Mr Boudinots five sections must be excepted out of the sale.¹⁴⁵

I have sold one of the shares of the City to Gershom Gard, but I take it that there is more money coming to me on a settlement of that business than the price of that share, as the seven last shares were to be put on an average price one with another— I therefore beg sir, that you will furnish me with Mr Boudinots statement of that business, and if it appears that I am justly indebted on the whole account, I am very willing to pay you in the manner you propose—but in the mean time I beg you to pay General Ogden on his one hundred and seventy pounds due him from Mrs Moulds,¹⁴⁶ all the office fees which comes to your hands, until that demand against her be discharged. but how or when I shall be able to raise the debt out of the property of Moulds is hard to say—the truth is, there is not much property left, several of his horses are dead and stolen; his heavy Irons with which he wrought have no value more than common bar-Iron, and his Journeymen Russel has run off with many smaller articles of Iron and

¹⁴⁵ *Post*, pp. 190-193, 263.

¹⁴⁶ Walter Mould, said to have been an Englishman, moved to Morristown, New Jersey, in 1781, where he lived at Solitude, Judge Symmes' home. There he established a mint under an act of the New Jersey Assembly for the coinage of copper pennies. Later he came to the Miami Purchase, settling at North Bend, and the firm of Mould and Cox appears to have acted as the village millers and blacksmiths. Mould was heavily indebted to General Matthias Ogden, and the payment of this obligation after his death became a source of great embarrassment to Judge Symmes. To raise this money, Judge Symmes arranged even to sell Mrs. Mould's horse and her cattle and hogs in Kentucky. Sherman, *Historic Morristown*, pp. 401-403; *Jno. C. Symmes to Col. Patterson*, February 1, 1790, N. Y. Public Library.

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steel, and the small amount of furniture which is found in the widows house will be hardly spared by her for sale—the fact is, I am deceived amazingly in the value of the property which Moulds has left; nor do I believe that I shall ever see my money let me do what I can.

Mr Denman and Mr Halsey is sure of the east fractional township next little Miami in the fourth range, if they make out to settle with you for it; Mr Halsey agreed to give 6/3 prock in liquidated certificates, & pay the office fees in Specie.¹⁴⁷ Mr Ludlow applied to me yesterday on behalf of Mr Denman for a large tract of land out of the Military range, and proffered to pay me in soldiers bounty warrants—and even to allow me a fifth over, as a compensation or inducement—this proposition I was obliged to reject—I cannot part with one foot out of the Military range for soldiers rights—that range is too much in proportion, as I cannot pay more than a seventh in those bounties, and if a land office opens soon for the residue of vacant land on this side of Ohio, I shall not be able to sell above mad river, as they will prefer lands near the Ohio.

Mr William Stout who came to this country with Mr Tindall was my informant against Jesse Hunt¹⁴⁸ respecting Mr Halls certificates—I would have enclosed to you Mr Halls bond, but I sent it last spring with other valuable papers to Col Anderson at Louisville, when I thought it was imprudent to keep them here for fear of an accident in case of an attack.¹⁴⁹ I enclose however a state of his account taken from the warrant check which if he settles thereby will be as well as if it was done on the bond.

¹⁴⁷ *Ante*, p. 115.

¹⁴⁸ Jesse Hunt from New Jersey, was one of the most influential business men in early Cincinnati. Goss, *Cincinnati, the Queen City*, IV, 483-484.

¹⁴⁹ *Post*, p. 286.

LETTERS FROM JOHN CLEVES SYMMES

Governor St Clair arrived at Losantiville on the 2nd instant, he could not be prevailed on to stay with us but three nights—he has organized this purchase into a county— His Excellency complimented me with the honor of naming the County—I called it *Hamilton County*, after the secretary of the treasury— General Harmer has named the new garrison *Fort Washington*. The Governor has made Losantiville the County town by the name of *Cincinnati*, so that Losantiville will become extinct.¹⁵⁰

My nephew Daniel Symmes is authorized by a power of attorney from William Wells Esqr¹⁵¹ one of the judges of the Court of Common pleas in this County, to receive several bounty warrants out of the war office, they are set forth in the power of atty. and on behalf of M^r Wells to present them to you for your admission into the military range in this purchase and to gain your warrants for survey and location—any kindness which you can do M^r Wells herein, I shall acknowledge the favour as done to me, M^r Wells applied to me fourteen months ago, and sent his vouchers to General Knox for approbation—

I have one or two requests further to make to you of the same nature. The Rev^d Doctor David Jones¹⁵² of Pennsylvania is now with me at my fireside—he came here with a view of acquiring lands in this purchase in order to form a settlement with many of his friends and neighbours— The doctor has military bounty warrants for

¹⁵⁰ For a discussion of the change of name from Losantiville to Cincinnati, see *Quarterly*, Ohio Hist. and Phil. Society, XVII, 17 (note 16); also *post*, p. 142.

¹⁵¹ This William Wells is not to be confused with Captain William Wells, the famous Indian agent. The latter was captured in his youth by the Indians, and lived with the Miamies until Wayne's campaign in 1794. McBride, *Pioneer Biography* II, 99-102.

¹⁵² Reverend David Jones, a Baptist minister from Chester County, Pennsylvania, had made two missionary trips to the Indians of Ohio before the Revolution. He came West again in 1789, but went back to Pennsylvania after Wayne's campaign. McBride, *Pioneer Biography*, I, 90-91.

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twelve hundred acres, these I beg you to bring into the Military range in this purchase if possible— The Doctor will be a valuable acquisition to the settlement, and I make no doubt of his being instrumental of Many good settlers coming to the purchase, with this view the Doctor has contracted with me for the residue of the fifth range after Col Spencer has his township set off—M^r Casey a gentleman from New England who is on the ground as a settler begs me to make interest for him with you to have five military bounty warrants of his admitted in the military range of this purchase, if this favour could be granted him I believe it will be of use to these settlements as M^r Casey has a large family of sons and is too poor to purchase any other way.

Capt John Brown who is appointed high Sheriff of the County of Hamilton, has also several military bounty warrants which he wishes to bring into the Military range here. I have no objections, and he says that you put it on that Issue with him.

I thought Sir that I had made sufficient provision for the second payment, but some of my contracts fail.¹⁵³ I shall take measures to make myself prepared from other quarters— My contracts in this country where I expect either specie or certificates, are not due till next may— what I can collect in the Spring I expect to bring myself to New York, if I can make the Illinois circuit between this time and May next, I wait only for the arrival of Judge Turner—¹⁵⁴ The survey of the purchase cannot be effected before the Close of the year. and Many will be the sales between this time and that, in which I hope I shall not be disappointed— The eyes of the public begin to be opened, they find that they have been imposed on by disappointed, or designing men.

¹⁵³ *Ante*, p. 45 (notes 38, 39), and especially pp. 100-101.

¹⁵⁴ *Post*, p. 128.

LETTERS FROM JOHN CLEVES SYMMES

I confess I do not recollect anything about the certificate of M^r Isaac Winans, which you say was issued to S. Winans— I find it in my list of certificates but there is no note upon it— I do not recollect that M^r Winans gave me such a certificate, I think that Capt Stites gave it me on behalf of M^r Winans, if so, perhaps the indorsement on the certificate was made by the direction of M^r Stites who desired me in several other instances to draw & sell the indents and allow the owners what such indents might be worth. I know of no reason why M^r Winants may not have his indents, if he gave M^r Stites no orders to part with them.¹⁵⁵

I have examined M^r Halls checks and warrants & find that he has not paid one farthing in any way on them—¹⁵⁶ If he wishes to have them he must now pay 6/3 per acre & office fees and that by the first of May next, or I shall enclose him his bond when I get it into my hands again— He can have no pretext that he made an early contract since he has paid nothing but gave his bond, his name is George Hall, he agreed with M^r Henry for me—for two whole sections 1280 acres

I am with sincere esteem sir

Your most obedient servant

Capt Dayton

John Cleves Symmes

JOHN CLEVES SYMMES TO JONATHAN DAYTON ¹⁵⁷

Dear Sir,

Lexington April the 30th 1790

Eleven days past I left Miami on a vist to my daughter M^{rs} Short ¹⁵⁸ who lives at this place— Here I met with Capt John Howel who sets out immediately for Jersey by him therefore I forward a line to you communicating the

¹⁵⁵ *Post*, pp. 223, 261.

¹⁵⁶ *Ante*, p. 122.

¹⁵⁷ Dayton's answer to this letter is found *post*, pp. 255-257.

¹⁵⁸ I.e. Mary (Polly) Symmes, who married Peyton Short, Esq., of Lexington, *ante*, p. 28 (note 8).

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state of affairs at Miami— We have established three new stations some distance up in the country, one is twelve miles Up the Big Miami, the second is five miles up Mill creek & the third is nine miles back in the Country from Columbia,¹⁵⁹ These all flourish well. A lad looking for cows was captivated by the Indians a few weeks ago at the Mill creek station, otherwise not the smallest mischief has been done to any, except we count the firing by the Indians on our people, mischief for there has been some Instances of that, but they did not hurt.¹⁶⁰

We have parted with all the fifty donation lots around the City, and I think it highly incumbent on the proprietors to add one fifty more thereto, as people being refused out lots when they apply go directly up to the back stations where they are sure to have them. The proprietors will do well to let me give away about thirty, five acre lots at Southbend,¹⁶¹ as it is fifteen miles from Cincinnati to Northbend which distance affords a crossing place for the Indians between, which tends very much to lead them down through the purchase in their way to Kentucky with a view of stealing horses— At all the settlements collectively we shall plant about a thousand acres

¹⁵⁹ These settlements were respectively, Dunlap's Station (Colerain) on the Miami, Ludlow's Station (Cumminsville) on Mill Creek, and Covalt's Station (near Terrace Park) on the Little Miami. Ford, *History of Hamilton County*, p. 47.

¹⁶⁰ This peaceful situation did not long continue. Scarcely had Judge Symmes written this letter when he received word that the Indians had killed a citizen of North Bend, within sight of the houses. As a result of these troubles with the Indians, many settlers fled to Louisville. *John C. Symmes to Elias Boudinot*, May 1, 1790, *Proceedings*, New Jersey Historical Society, new Ser. VII, 292-293.

¹⁶¹ South Bend was about half way between Cincinnati and North Bend, near the present site of Anderson's Ferry. Symmes' settlement here was even less prosperous than the one at North Bend. Ford, *History of Hamilton County*, pp. 294-295; *post*, p. 256.

LETTERS FROM JOHN CLEVES SYMMES

of corn this year, so that emigrants from Jersey next fall may be abundantly supplied with bread. The lands in the reserved Township are held at much too high a price, not a foot of the land beyond the five acre lots will sell, five shillings specie is the utmost they will bring, or two dollars in certificates, and they will rarely sell at that. I must enjoin it on the proprietors to send out some of their body with descretionary powers to act for the good of the whole without being subject to subsequent controul by the proprietors, for you cannot conceive the disorders that have been occasioned by breaking up the old village of Northbend to make room for the City,¹⁶² some have left the town offended at the Measure, while others are quarreling about the Use of the cleared land which was opened last year. Capt John Brown fenced one of these lots in order to sow it with hemp, but the same night his fence was all burnt and laid in ruins. he charges Daniel Gard and Peter Keen with the fact.

I wrote you by my nephew which I suppose you have received,¹⁶³ I shall soon write More fully as I set out for Miami tomorrow or next day,

I intend soon to apply to the President for leave of absence for a few months as I find it will be propper for me [ms torn] go to New York in the course [sic] of the y——[ms torn]¹⁶⁴

The Indians are beyond Measure troublesome throughout Kentucky; they have destroyed Major Doughty and a party of troops on the Tenessee.

If the President knew of half the Murders they commit,

¹⁶² *Ante*, pp. 108-109; *post*, pp. 128-129.

¹⁶³ *Ante*, pp. 114-125.

¹⁶⁴ In view of his determination to secure an adjustment of his boundary line, Judge Symmes was somewhat over-scrupulous in asking this permission. The President decided that he had no power over the proceedings of the judges. *Thos. Jefferson to Jno. Cleves Symmes*, December 4, 1791, *Jefferson Papers*, Vol. 67, Library of Congress.

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he surely would rouse in Indignation and dash those barbarians to some other clime.¹⁶⁵ I beg my best respects to Mr^s Dayton & family and all friends in Elisabeth, and have the honor to be Sir with much esteem

Your most obedient humble servt.

John Cleves Symmes

[Addressed:] Jonathan Dayton Esqr.

Elizabth Town New Jersey

by favour of Capt Howell

JOHN CLEVES SYMMES TO JONATHAN DAYTON

Falls of Ohio, May the 28th 1790.

In company with judge Turner I am thus far my dear sir on my way to the Illinois— I expect to return in August— I shall then do my endeavour to arrange my business so as to come to Jersey—¹⁶⁶ I left N. bend the day before yesterday—things were prosperous considering the mischief done there this spring by the Indians they plant considerable corn, tho much more would have been planted if no mischief had been done— Many fled on those occasions— two men have been killed, the Indians are Universally hostile and the contrary opinion is ill founded—¹⁶⁷ We run no small risque in our tour to the Kaskaskias, but our duty calls us and we must go, tho we shall be there in a very hot season—

I beg Sir that you will endeavour to prevail with the proprietors to send out two men of their number in whose judgement & activity you can confide, who in conjunction

¹⁶⁵ In the course of one year the Indians had killed nine men within the Miami Purchase, had taken three men prisoners, and had stolen nearly fifty horses. This too they had done in face of the fair promises of their chiefs. *Jno. C. Symmes to Elias Boudinot*, May 1, 1790, *Proceedings*, New Jersey Hist. Society, new Ser. VII, 292-293.

¹⁶⁶ *Ante*, p. 83; *post*, pp. 130, 257-258.

¹⁶⁷ *Ante*, p. 126 (note 160); p. 127.

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with those few proprietors on the ground, may have a discretionary power vested in them to order & direct the welfare of the town as to them May seem proper—¹⁶⁸ 100 lots at Northbend, instead of 50 Ought to be given gratis— 150 acres at Southbend should by all means be given to the first 30 men who will settle on the land so given— 300 acres ought also to be given to the first 30 men who will settle within two or three miles of the extreme Northeast corner of the reserved Township, these steps will raise the value of the lands in the reserved township— these Matters must be attended to as there are no forfeitures in the reserved township it will be necessary to invite settlers by other advantageous offers—and while settlers are hovering along the Ohio's banks, fearful to go farther back into the country—we should embrace the opportunity to settle our township well—for when it is once safe for settlers to go so far back as the level country which is much more inviting, we shall find it difficult to persuade them to stop with us. now is therefore the time to prevail with them to accept the fee of a small [ms. torn]—they will afterwards hardly leave it—

5/ specie per acre is the extent of price at which you must hold the land beyond the five acre lots— pray send on carpenters & tools as there are very few here—

I have not one moment more to add the Major (Doughty)¹⁶⁹ is waiting in his barge for this

dear sir farewell

Jn^o C. Symmes

[Addressed:] Jonathan Dayton Esqr
Elisabeth Town

¹⁶⁸ *Ante*, pp. 108ff; *post*, pp. 131, 136-137.

¹⁶⁹ Major John Doughty, born in New Jersey, served in the Revolutionary army, and was in the regular service until 1800. He designed and constructed Fort Harmar, and Fort Washington. Jones, *Fort Washington*, p. 12.

THE SYMMES CORRESPONDENCE

JOHN CLEVES SYMMES TO JONATHAN DAYTON

Falls of Ohio, June the 1st 1790.

My dear Sir,

Enclosed you have the application of General Harmer and the other officers of the first Regiment of the troops of the United States, for their bounty of land, in our Military range— It may perhaps be of advantage to us to have the Military gentlemen interested in the purchase, if therefore there is still room for their claims, I hope you will admit them—

I wrote you last week by Major Doughty who was going up the Ohio,¹⁷⁰—Judge Turner and myself are still detained at this place waiting supplies for the detachment that goes with us to Kaskaskias—tho I hope we shall be able to sail tomorrow, as we have no time to waste, lest the Governor should have left the Illinois country before we reach it and then our tour will be useless in a great measure—¹⁷¹ I expect to reascend the Ohio in August— or perhaps we shall come across the country by land to this place— I expect this will be a very expensive trip to us as Major Doughty informs me that money is of a very depreciated value, every article of sustenance being about three prices to the Philadelphia or New York Markets— and some articles are five & six prices—

I am under some apprehensions that the settlement at Northbend will sustain considerable inconvenience from my going abroad, so many of the Inhabitants are destitute of supplies of bread, and they had no resort for succour but to my assistance—¹⁷² I made a point of it to furnish

¹⁷⁰ *Ante*, pp. 128-132.

¹⁷² St. Clair reached Kaskaskia in March, 1790 *ante*, p. 83 (note 87) and by June 22nd. Judge Symmes and Judge Turner had joined him at Vincennes. By November Judge Symmes had returned to the Miami country. *Post*, pp. 132, 288.

¹⁷² *Ante*, pp. 57ff, 128.

LETTERS FROM JOHN CLEVES SYMMES

every one who was in want, either with meal, corn or flour, and when I had not those articles to spare I lent them Money to go abroad & purchase—this had kept the village pretty well together—but I fear by the time I return I shall find some gone with their families into Kentucky— Could I have avoided the tour consistent with my duty, I should have been glad to have done it for the present—

Mr Ludlow & Mr Ganoe has not yet surveyed any of the military range, and they will now find it difficult to do, so rank are the weeds & grass grown & the leaves of trees so very thick.

I depend Sir on your selling the land which Mr Stelle talk,d of purchasing, and shall not sell a foot thereof myself unless you inform me that it will not sell with you.¹⁷³ If you make partial sales thereof, agree with the purchasers to take it fair, by tiers of sections, either from east to west, or from North to south, and not to pick single sections here and there throughout the whole—as to the quality of soil & convenience of water (the banks of the Miami excepted) I do not learn that there is any preference—keeping the unsold land in a body is an object that we must pay attention to—as I find that where sections are taken here & there one, in a township—purchasers suspect that all the best are located, and they will not even purchase the remaining sections, nor so much as go to view them so fully persuaded they are that all the best of the township is gutted out— I think it of the utmost importance to the proprietors that they send out some of their number with full discretionary powers to do what they think proper with the reserved township,¹⁷⁴ either to sell at the price they agree, to rent for a term as they May find tenants—or to make what donations they please so

¹⁷³ *Ante*, p. 45 (note 39).

¹⁷⁴ *Ante*, p. 128; *post*, p. 136.

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as in their opinion their measures shall contribute to the good of the whole. a village should by all means be established at Southbend, and another towards the Northeast corner of the reserved township and a third would be of great use on that piece of ground on the Miami where I proposed building the City, and if a long term was given to people who would settle at the old fort on the point it would be of great advantage, and they would open a considerable body of land which would be an addition to the Manor when their lease was out.

If opportunity presents I will write you from the Illinois, and am dear sir with every sentiment of respect
Yours

John C Symmes

[Addressed:] Jonathan Dayton Esquire
Elisabeth Town
New Jersey

JOHN CLEVES SYMMES TO JONATHAN DAYTON

Cincinnati, Novem^r the 4th 1790.

Dear Sir,

I had scarcely reached the purchase before I had the pleasure of receiving your favour by M^r Millar—¹⁷⁵ From Louisville on my way up the Ohio I took my rout through Kentucky and spent a few weeks with my daughter in Lexington,¹⁷⁶ which made it late in the year before I reached home. General Knox has been right in his conjectures of my not being able to leave the territory this season. I am now with Gov^r St Clair & judge Turner at this place on the subject of legislating for the territory; and must yet consume several weeks more on that business— Yesterday Gener^l Harmer returned with the Army to this

¹⁷⁵ This letter is in answer to the one from Dayton, *post*, pp. 257-259.

¹⁷⁶ Mrs. Peyton Short, *ante*, p. 28.

LETTERS FROM JOHN CLEVES SYMMES

town.¹⁷⁷ he has caused several Indian towns to be burnt, but for this achievement we have paid much too dear 180 brave men was left dead and wounded in the hands of the enemy— But I chuse to say very little on this business— We were beaten in detail in two actions—in the first we had not above 200 men engaged—in the second about 400 of our men fought—the Main army lay within 8 or 10 miles of both actions, and to me it is mysterious that in neither was any attempt made to regain the ground and bury the dead, and bring off the wounded. But perhaps the whole business may be set right to the public when official letters and accounts are published— We have lost about 500 horses— The army was extremely well supplied, upwards of forty bullocks were brought back to this town, and twelve thousand weight of flour, tho the horse of the army had been fed with flour on the retreat— Many persons are much mortified at the issue of the expedition, tho the most sanguine expectations were formed of the success of the enterprize. We have no accounts as yet from Major Hamtramck who commanded a detachment up the Wabash River.¹⁷⁸ I confess I am under some apprehensions for his safety.

I observe the rise of certificates—but in my opinion they will not long maintain their present credit, for they are still but paper. however I shall endeavour to guard myself against the Mischief as well as I can in future—tho I believe I shall suffer by a few sales for specie— It [is] impossible to describe the lands over which the army passed in their way to the Indian towns, I am told that they are inviting to a charm—this being the case I conceive the lands in the purchase will sell, even tho Congress open

¹⁷⁷ For an official account of Harmar's expedition, see *Am. State Papers, Military Affairs*, I, 20ff; *Ibid. Indian Affairs*, I, 104-106.

¹⁷⁸ For the expedition under Major Hamtramck, see Esarey, *History of Indiana*, I, 124; *post*, p. 137.

THE SYMMES CORRESPONDENCE

a land office unless they sell at a very low price, and suffer their lands to be gutted of all the most eligible spots and situations. I only ask one favour in this business, which is that Congress will not charge me more for lands than they do purchasers when they open their land office, either in specie or certificates, this certainly will be but just, and what I hope they will never think of refusing.

Never had been fairer prospects of speedy sales and settlement of lands in the purchase than were about the time the army Marched, great numbers were arranging their business to emigrate from Kentucky and the Pittsburgh Country—but the strokes our army has got seems to fall like a blight upon the prospect, and for the present seems to apall every countenance— I confess that as to myself I do not apprehend that we shall be in a worse situation with regard to the Indians than before the repulse—what the Indians could do before they did—and they now have about 100 less of their warriors to annoy us with than they had before the two actions—besides it will give them some employment this winter to build up new cabbins and repair by hunting the loss of their corn. Your acquaintance Mr Miller informed me this day that he likes the country so well that he intends to return for his family; I hope sir you will do your endeavour to disipate the fears which some intended emigrants in Jersey may imbibe on our late losses— I pledge myself to them that they may be perfectly safe here as to their wives & children all men to be sure are and must be more or less exposed when abroad—last week in attempting to go from Northbend to Capt Ludlows station I got lost and was two days in the woods alone, and at last found myself near Dunlaps station on big Miami,¹⁷⁹ the weather was very dark & rainy all the

¹⁷⁹ Ludlow's Station was on Mill Creek, about five miles from the present business center of Cincinnati. Dunlap's Station on the Miami was about seventeen miles to the northwest. *Ante*, p. 126 (note 159).

LETTERS FROM JOHN CLEVES SYMMES

while, and yet I escaped the Indians, tho the wolves had nearly devoured me in the night as I could make no fire. I expect this incident will give a fresh occasion to some to report that the Indians had got me, as some people went from this for Lexington while I was Missing.

I shall as you propose make no sales of land in the three lower tier of sections in the fourth range which you will try to sell, but sir you will please to remember that Mr Boudinot has I think five sections & fractions on the big Miami, he will shew you how they lay as he took a Map of them, I think he is two miles on the river and so back to the eastward for his compliment and on the lower side of the range.¹⁸⁰

Agreeable to your proposition I enclose to you an order on the treasury for two hundred dollars in favour of General Ogden which please to pay him when received and take his receipt therefor. Capt Brown has shewn his letter to me directing the laying out of two villages and some other Matters, I wish the arrival of the proprietors resolutions touching all things of which I wrote to their committee¹⁸¹—the advantage is prodigious which this town is gaining over Northbend, upwards of forty framed and hewed-log two-story houses have been and are building since last spring, one builder sets an example for another, and the place already assumes the appearance of a town of some respect—the inhabitants have doubled here within nine months past—while at Northbend we have received but three new families during My absence, owing to two reasons principally—the residence of the army here, and the great demand for labour on buildings is such as to give employment to every class from the Carpenter to the treading of Morter.

¹⁸⁰ *Post*, p. 190.

¹⁸¹ *Ante*, pp. 108ff.

THE SYMMES CORRESPONDENCE

I had like to have forgot Sir that Capt Joel Williams ¹⁸² informed me that you had given him leave to locate one tier of sections from North to South across the fourth range if I agreed thereto which I did—he was to have the western tier in the second township out of that part which Mr Halsey talked of purchasing—this circumstance you will do well to recollect, that there May be no occasion given for Mr Williams to fault us; as Many rail out against me for no more real cause than the lamb gave the wolf, when the harmless animal dared to drink at the same stream a great way below the unreasonable brute, so I wish not to give any just cause for reproach.

But for the repulse of our army I should have had several new stations advanced further into the purchase by next spring, but I shall now be very happy if we are able to maintain the three advanced stations,¹⁸³ the settlers at them are very much alarmed at their situation. tho I do not think that the houses will be attacked at those stations, yet I am much concerned for the safety of the men while at their work, hunting, & travelling.

Unless the President follows his blow with the Indians I believe the hundred thousand pounds (if so much) expended in the late expedition may be set down as lost. I hope his excellency will be sensible of this and have at them again in the spring. I expect that the panick running through this country will reach Jersey and deter Many—I wish Col Spencer may be set out before the bad news reaches him—I am happy that Captains Howel & Brown are joined with me in the agency of the reserved [sic] Township ¹⁸⁴—but this alone will not do—the proprietors

¹⁸² Captain Joel Williams, a well known surveyor, had helped in the survey of Symmes' Purchase, and took part also in the survey of Cincinnati, McBride, *Pioneer Biography*, I, 110-111; Greve, *Cincinnati*, I, 187-188.

¹⁸³ *Ante*, p. 126 (note 159).

¹⁸⁴ *Ante*, pp. 108-109, and especially p. 131.

LETTERS FROM JOHN CLEVES SYMMES

must either be at some expence in building, or Northbend will long be in a discouraged situation; in point of geographical considerations that place has incomparably the advantage of this, but that alone will never rear up a town—the ground is much broken to be sure, but industry will soon set a new face on the spot, when a number of houses are built & streets improved. I hope to have time this winter to do what you mention in M^r Browns letter of stating to the proprietors their accounts of the township, and of procuring the accurate Map you direct.

You mention the 30 & 60 acre lots but pray Sir where are we to lay the 10 acre lots—by the several tiers of small lots round to the N and E of the town, the 10 acre lots are thrown to near a Miles distance from the town which is certainly contrary to my proposition to the purchasers of the 100 acre lots, for they were told by me & have a right to expect, that the 10 acre lots should be near town and adjoining the common,¹⁸⁵ you must bring me out of this dilemma, by suffering purchasers to take of the small lots to the amount of 10 acres, or by suffering us to lay out a number of 100 acre lots fronting on the Ohio which I believe will be equally satisfactory to purchasers.

I am with much respect Sir Yours

Capt Dayton

John C Symmes

Cin'nata 6th Nov^r 1790

Before sealing I will just add my dear sir that last evening a report was brought to this town from Lexington. that Major Hamtramck on the Wabash expedition had returned either to the town of Vincennes or the falls of Ohio, and that he had destroyed all the Weochtenah towns with the loss of three men only who were taken while they were hunting up their pack-horses—the Indians flying before

¹⁸⁵ *Ante*, pp. 68-69.

THE SYMMES CORRESPONDENCE

them on every quarter. gave no opportunity of fighting them, they not chusing to attack the Main body, no detachments having been made— this rests on report only—¹⁸⁶

If Major Hamtramck has been thus successful I think we have a pretty good prospect of some quiet from the Indians—they certainly Must feel sensibly for the loss of so many towns and so much corn in different parts of their country— One consequence I dred which I fear will work us injury in future attempts against the Indians— A most bitter jealousy and reviling has taken place between the Regular troops and Militia; and this language is not confined to the privates alone— I fear a flame of abuse will 'ere long break out— As I was not on the expedition I cannot Judge between them, but I much fear the effects thereof.

I am dear Sir yours

Jn^o Cleves Symmes.

[Addressed:] Jonathan Dayton Esquire

Elisabeth Town New Jersey

By the care of Mr. Moses Miller

JOHN CLEVES SYMMES TO ELIAS BOUDINOT AND
JONATHAN DAYTON

[Miller, *Cincinnati's Beginnings*, 173-175]

Gentlemen:

Cincinnati, May 26, 1791.

By Doctor Burnet,¹⁸⁷ I do myself the honor of forwarding to you copies of some late communications between Governor St. Clair and myself, wherein you will see that the Miami purchase is the subject. His Excellency's letter

¹⁸⁶ *Ante*, p. 133.

¹⁸⁷ Dr. William Burnet, a well-known physician of Newark, New Jersey, had made considerable investments in the Miami Purchase. His son, Judge Jacob Burnet, settled in Cincinnati in 1795, and became a leading citizen. Burnet, *Notes*, Introduction, and p. 22.

LETTERS FROM JOHN CLEVES SYMMES

was unexpected, mine hastily written, and, of course, not so well done as a little more time would have enabled me to do it. I am glad, however, that his Excellency has introduced the subject, for I hope it will tend to remove the stigma that has always operated against me in this country, viz: the report that part of the lands between the two Miamis was not included in my purchase. I shall pursue the subject with the Governor, and, as I expect, he will report to the President, or to some of his ministers, all my communications, it will be opening for me a door to be heard by Congress, to whose justice I have long wished to appeal.¹⁸⁸

It is of vast importance to me to have the second contract vacated and the first established. I, therefore, intend doing myself the justice, next winter, of attending at Philadelphia, in order to solicit this business with the United States.¹⁸⁹

The rear of the lands included in the first contract will readily sell, should we be so happy as to give the Indians a defeat this season. But besides losing nearly one-third of our front on the Ohio, the second contract embraces more lands than I wish, the northern half of which is a dead level, wet and poor sunken soil. By establishing the first contract, the second payment is already nearly made, for I do not believe there will be found much more than five hundred thousand acres, included within the limits of the first contract, after deducting reserved sections—but this information, gentlemen, I beg you will not divulge—it may, perhaps, militate against the establishment of what I wish. I shall do myself the honor of transmitting to you, as early as possible, whatever passes further between Governor St.

¹⁸⁸ For details of this controversy with Governor St. Clair, see *post*, pp. 147-149.

¹⁸⁹ *Trenton Circular, Quarterly*, Ohio Hist. and Phil. Society, V, 84-85; *Am. State Papers, Public Lands*, I, 127-128; *ante*, pp. 31, 33.

THE SYMMES CORRESPONDENCE

Clair and me on this subject, and I flatter myself, gentlemen, that I may, with propriety, presume upon your friendship and assistance, as well on the floor of Congress as elsewhere, in effecting a reverse of the second contract, and that the first in its turn may be preferred by both houses of Congress or the ministers of the nation who may have cognizance thereof.

Capt. John Brown has sold out here and is coming to Jersey in the course of the summer. He will furnish me a good conveyance of further dispatches to you. I have the honor to be, with every sentiment of respect, gentlemen,

Your most obedient humble servant,

John C. Symmes.

The Hons. Elias Boudinot and
Jonathan Dayton.

JOHN CLEVES SYMMES TO JONATHAN DAYTON

[*Draper Mss.* 3WW, no. 34]

Cincinnati, May 26th, 1791.

Dear Sir,

By Doctor Burnet's return you will reasonably expect a line from me, and I could wish that it were in my power to write fully to you on many subjects—but I have hitherto been rendered unable to write, or do business as I wish, for want of an office where I could retire and consider of, and adjust things properly. On my first arrival in the Purchase, I built a log house for this purpose, but M^{rs}. Mould's arriving soon after at North Bend went into it with her family, and I could never get her out until the day before I set out to the Wabash. On my return from that country I found another family in the office & was endeavoring all winter to get them out, but to no purpose—and *it would have been unpolitic to coerce*. I therefore began to build another

LETTERS FROM JOHN CLEVES SYMMES

office which I could not get finished until a few days ago—since which I have not been able to go through much business for want of time. It was utterly impossible to do business in the house in which I lived; such a continued throng of people are constantly running in and out, that I could not think of having any papers exposed, nor could I command attention to any subject, when some one or other was unceasingly interrupting of me. I have, however, at last got a tolerable office erected *in my garden* where I hope I shall be able to arrange all my business, in the course of the summer, so as to inclose you a considerable packet by the time Capt. Brown sets out for Jersey. * * * Adieu, the gentlemen are in the boat & will not wait a moment. To Capt. Dayton, by Dr. Burnet

JOHN CLEVES SYMMES TO JONATHAN DAYTON ¹⁹⁰

[Miller, *Cincinnati's Beginnings*, 175-176]

North Bend, June 19, 1791.

My Dear Sir:

As Capt. Brown leaves this place in a day or two, for Kentucky, and is not yet determined whether he will or will not proceed to Jersey before his return to the purchase, I can not let slip the occasion, lest he should proceed to Jersey and have no letter from me for you. I have employed, for some days past, all the time I could spare from the subject of our laws (which demand dispatch, as Judge Turner sets out soon for Philadelphia, and then our Legislature is broken), in preparing my second reply to the letter of Governor St. Clair, of the 23d of last month, a copy of which, with my first answer thereto, I had the honor of

¹⁹⁰ This letter is an answer to those from Dayton, *post*, pp. 260-267.

THE SYMMES CORRESPONDENCE

transmitting to you and the Hon. Mr. Boudinot, by Doctor Burnet, who, I hope, has nearly reached home by this time.¹⁹¹ I shall likewise enclose to you and Doctor Boudinot copies of my second communications to Governor St. Clair, on the same subject, by the first opportunity that presents after I have concluded them. Give me leave, sir, to congratulate you on your appointment again to Congress. I hear that General Dickenson and Mr. Rutherford are in Senate, Doctor Boudinot, Mr. Clark, Mr. Ketchel, and yourself in the House of Representatives. I have not heard who are the new members from the other States. Your favor of the 12th March last, I had the pleasure of receiving the day before yesterday. Major Stites came without it, nor do I know how it was handed on; some stranger brought it to Cincinnati.

[*Draper Mss.* 3WW, no. 36]

Having mentioned Cincinnati, I beg, sir, you will enquire of the literati in Jersey whether Cincinnati or Cincinnati be most proper? The design *I had in giving that name* to the place was in honor of the order of the Cincinnati, & to denote the chief place of their residence¹⁹²—and as far as my little acquaintance with cases and genders extends, I think the name of a town should terminate in the feminine gender, where it is not perfectly neuter. Cincinnati is the title of the order of knighthood, and cannot, I think, be the place where the knights of the order dwell. I have frequent combats in this country on the subject, because most men spell the place with *ti*. when I always do with *ta*. Please to set me right if I am wrong. You have your Witherspoons and Smiths, and indeed abound in characters in whose decision I shall fully acquiesce.

¹⁹¹ *Ante*, pp. 138ff.

¹⁹² Judges Symmes is here probably somewhat in error as to his own part in the change of name from Losantiville to Cincinnati. *Ante*, p. 123 (note 150).

LETTERS FROM JOHN CLEVES SYMMES

[Miller, *Cincinnati's Beginnings*, 177-180]

Although it may seem at present, as you suppose, sir, a fair opportunity for selling Miami lands, yet so greatly troublesome have the Indians been since the last fall's expedition as to arrest that business altogether, for lands at any distance from the Ohio.¹⁹³ The Indians kill people so frequently that none dare stir into the woods to view the country, and people will not purchase at a venture as formerly.

With regard, sir, to the ten sections which you have drawn for me in the third range, though the lands are immensely fine by all accounts, yet, as my chief object is to make provision for the second payment, I shall be glad to part with them in order to replace my certificates.¹⁹⁴ It will not, therefore, suit me so well to exchange them for other lands as to sell them. I beg, sir, that after you have taken what you wish of them for yourself, you will be so good as to sell the residue to Mr. Wade at the price he proposes, which is to indemnify me what they have cost, and add one shilling per acre thereto. This, I understand, is to replace the principal, 5/0 per acre with such certificates as may have three years interest due on them, as that time has elapsed since the certificates were paid by me, and I lay out of the interest—and 1/0 per acre as a premium for such excellent lands being had with certainty—and also pay the surveying and office fees, as you have ordered, in the military range. This will bring the price to something like what it ought to be, and for which lands not half so good have been selling. I should have been glad to trade with you for your half propriety and section on the Ohio, but my business is not to buy lands, but to sell. I

¹⁹³ After the virtual failure of General Harmar's expedition in the fall of 1790, the Indians became very bold in their attacks upon the few settlements along the Ohio. Albach, *Western Annals*, pp. 544-555.

¹⁹⁴ *Post*, p. 265.

THE SYMMES CORRESPONDENCE

think it likely, however, that you may sell your propriety to Captain Brown; he has sold his, with improvements, for £300, and talks of purchasing again in Jersey.¹⁹⁵

I thank you kindly, my dear sir, for the hint you are pleased to give me of purchasing public securities, and shall avail myself thereof in the best manner I can in this country. But as I shall set out myself immediately after the circuit court for this county rises, which is in October next, and attend the circuit at Marietta in November, then proceed with all expedition up the Ohio for Whelan [Wheeling], and so on to New Jersey, where I expect to eat my Christmas dinner, God willing, I shall defer any remittance for the present, that I may be with you in person and confer on the most judicious measures to be taken relative to certificates. In the meantime, I shall learn what will be the probable success of the several excursions and expeditions into the Indian country, for on their success very much depends with respect to the payments of the several contracts made in this country.¹⁹⁶ If people see a chance of getting out into the purchase they will try to make payments, and not otherwise, as no one is compelled by law. I pray God, that you may prove a true prophet with regard to the decision and effect of the campaign; if so, I shall have purchasers innumerable, if Congress set me right as to the price I must pay them. But it is highly important to us to set aside, if we can, the second contract, as that carries us back into a country altogether inferior to what is embraced in the limits of the first.¹⁹⁷ Every acre of the first will sell to advantage, and may be settled so soon as the Indians are subjugated, when all the rear of the second will not for

¹⁹⁵ *Post*, pp. 179, 266.

¹⁹⁶ Preparations were being made at this time for St. Clair's ill-fated expedition which started in October, 1791. Albach, *Western Annals*, pp. 576ff.

¹⁹⁷ *Ante*, p. 139 (note 189).

LETTERS FROM JOHN CLEVES SYMMES

near forty miles, if I am informed rightly by Colonel Connelly,¹⁹⁸ who travelled through it in 1788. With regard to the certificates on which Mr. Matth's Denman and Doctor Stanbury drew the interest at Trenton, it was a manœuvre of theirs of which I confess I am ashamed that I suffered it to be done, and so I told Mr. Denman and Stanbury at the time, and it was with the greatest reluctance that I ever let them have one certificate for the purpose, but there was really no peace with Mr. Denman until I did. He teased me wherever he saw me, and even followed me once to New York and examined all the certificates which I had on hand to find such as suited him. I told him that I was certain there would be a disturbance about the business, and that it was impossible but that the owners must become acquainted and dissatisfied with the measure. He urged that the purchasers who had paid them into my hands had hereby waived the benefit as to themselves of drawing the interest at the Jersey treasury, and he would take care that the interest should be ready for them when the time came for them to receive their indents. I do not remember of ever receiving a shilling more of what they drew than six pounds. If either the Doctor or Mr. Denman (for they acted as one) paid or advanced to me more than this, they must have my receipts therefor, and can produce them, but I do not recollect a farthing more, and believe the whole due yet, all to the six pounds, and it is no hardship on them now to pay the indents to the amount of the interest they drew.

A boat is this moment waiting to take me to Governor St. Clair, at Cincinnati, where we resume the business of legislation. I have now a good office house, and shall, the

¹⁹⁸ Probably refers to *Dr. John Connolly*, a well known British agent, who was held prisoner during the Revolution. *Dr. Connolly* was in Kentucky, 1788-1789. *Thwaites and Kellogg, Lord Dunmore's War*, p. 42 (note 77).

THE SYMMES CORRESPONDENCE

moment I have leisure, take up all your letters and answer every thing in them that has hitherto been omitted by me. I beg, sir, that you will apologize to Doctor Boudinot and Esquire Marsh for my not writing to them; I really have it not in my power, or I would have done it with the greatest pleasure. I will give myself that honor shortly. Present them with my best respects, and please to make my respectful compliments to all my acquaintances in Elizabethtown—I hope to spend the whole of next winter with them, and other friends in Jersey—and believe me to be, with every sentiment of friendship and esteem, sir,

Your humble servant,

Jno. C. Symmes.

[*Addressed:*
Draper Mss.
3WW, no. 36]

To Hon^{ble}. Jonathan Dayton
Elizabeth Town
New Jersey

Favoured by Capt. Brown

JOHN CLEVES SYMMES TO JONATHAN DAYTON

[*Draper Mss.* 3 WW, no. 38]

North Bend, August 15, 1791.

Dear Sir,

I have this morning read over every letter which I have received from you since I left Jersey—there are 25 in all ¹⁹⁹—[dates given—correspondence & “disagreeable discussion” with Gov. St. Clair—& St. Clair’s Proclamation—military government of the town of Cincinnati]—It [Cin.ti.] really becomes a very unpleasant place to me, for I have always had something in my nature which was shocked at acts of tyranny, and at that place my eyes and ears are every day saluted with more or less of those acts which border hard on it.

¹⁹⁹ *Post*, p. 249.

LETTERS FROM JOHN CLEVES SYMMES

[Miller, *Cincinnati's Beginnings*, 181-189.]

By Doctor Burnet,²⁰⁰ I furnished you with a prelude to the disagreeable discussion that has taken place this summer between Governor St. Clair and myself, on the subject of the residue of the lands between the two Miamis not included in the second contract.²⁰¹ He starts the subject as though he had lately made a notable discovery of a conspiracy against the United States, and pursues it with all that fervor and zeal which he might do if the lands had been taken possession of by a colony from Detroit, under the auspices of the British Government. By the contents of the packet which I have the honor to address to Mr. Boudinot and yourself, by Judge Turner, who is soon to leave the purchase for Philadelphia, you will see how matters stand on both sides as far as we have gone in our correspondence.²⁰² I am, however, preparing an answer to his letters of the 12th and 14th of last month, and his proclamation of the 19th, but have been so hurried with other business, some in the legislative way, with some attention to my domestic concerns in the way of husbandry, that I have not been able to finish it to my mind. Indeed, I hesitated for several weeks, and still do in some measure, whether I ought to make any reply to them at all or not.

²⁰⁰ *Ante*, p. 140.

²⁰¹ At first Governor St. Clair protested against the issue of warrants for land near the Little Miami. July 19, 1791, he issued a proclamation that warned settlers that the lands in question were the property of the United States, and were not to be entered upon. Although he showed Symmes a copy of the proclamation before it was issued, the latter was greatly aroused, and began a long and acrimonious correspondence. *St. Clair Papers*, ed. Smith, II, 209-213; *Jno. C. Symmes to Governor St. Clair*, August 24, 1791, *Draper Mss.* 1WW3; *Governor St. Clair to Jno. C. Symmes*, July 12 and 14, 1791, and *Proclamation*, July 19, 1791, *Territorial Letters and Records*, II, Department of State. Thomas Jefferson as Secretary of State upheld St. Clair, but the act of 1792 finally ended the controversy in Symmes' favor. *Thos. Jefferson to J. C. Symmes*, August 6, 1791, *Jefferson Papers*, 66, Library of Congress; *post*, p. 166 (note 228).

²⁰² *Post*, pp. 154-155.

THE SYMMES CORRESPONDENCE

So dogmatic are his assertions that he will not give himself the trouble of weighing in the scale of reason and just inference, the truth or propriety of my arguments, and it is impossible to contend with a man on the floor of reason, where your adversary will not hear nor attempt to answer your propositions, but sits arbiter himself in the dispute.

The Governor's proclamations have convulsed these settlements beyond your conception, sir, not only with regard to the limits of the purchase, but also with respect to his putting part of the town of Cincinnati under military government.²⁰³ Nor do the people find their subordination to martial law a very pleasant situation. A few days ago a very decent citizen, by the name of Shaw, from New England (and one, too, who lived with his family a considerable distance beyond the limits assigned by proclamation round Fort Washington, for the exercise of the law martial), was put in irons, as I was yesterday credibly informed, his house burned by the military, and he banished the territory. I hear his charges are, that of purchasing some of the soldiers' clothing, and advising in some desertions; but of this he was no otherwise convicted (for he asserts his innocence), than by the soldier's accusation after he had deserted and been retaken, which he might possibly do in order to shift the blame in some degree from himself

²⁰³ The proclamation of martial law around Fort Washington was closely connected with the trouble with St. Clair over settlers along the Little Miami, *ante*, p. 147 (note 201). St. Clair found that lots had been granted up to the very walls of Fort Washington, and in view of military needs, in his proclamation of July 19, 1791, he warned all persons settled upon the reservation near the fort, that they must leave after they had harvested the "present crop," or else they must voluntarily place themselves under martial law with the status of followers of the army. The difficulty was finally settled when in the deed of September 30, 1794, the President reserved fifteen acres, including Fort Washington, and Symmes made out a deed for this tract in favor of the government. *General Land Office Records, Miscellaneous*, 457 A, 18-26; *Governor St. Clair to Jno. C. Symmes*, July 12 and 14, 1791, and *Proclamation*, July 19, 1791, *Territorial Letters and Records*, II, Department of State.

LETTERS FROM JOHN CLEVES SYMMES

in hopes of more favor. There are, indeed, many other acts of a despotic complexion, such as some of the officers, Capt. Armstrong, Capt. Kirkwood, Lieut. Pastures, and Ensign Schuyler, very recently, and Capt. Strong, Capt. Ford, Capt. Ashton, and Ensign Hartshorn; while General Harmar commanded, beating and imprisoning citizens at their pleasure. But here, in justice to the officers generally of the levies, I ought to observe that, as yet, I have heard no complaint of any severity or wantonness in them. The violences of which I speak are found among the officers of the regular troops, who, in too many instances, are imperiously haughty, and evidently affect to look down on the officers of the levies. I hear there are several officers with their corps from Jersey arrived at headquarters, but I have not seen any of them, as I had left Cincinnati a day or two before their arrival, and have not been there since. It really becomes a very unpleasant place to me, for I have always had something in my nature which was shocked at acts of tyranny, and when at that place, my eyes and ears are every day saluted with more or less of those acts which border hard on it. Mr. Boudinot informs me that Congress, in their last session, laid a duty on all distilled spirits. This may be well enough; but I wish that Congress had gone a little farther, and made it felony without benefit of clergy, in all who should transport even the smallest quantity of any kind of wine over the Alleghany mountains—where is the difference, sir, between one thousand strokes given a soldier, and one hundred strokes ten times repeated? Am I incoherent? General Scott, about two months ago, with 700 men, made a successful excursion into the Indian country on the Wabash.²⁰⁴ I understand he killed 20 or 30 Indians and made about forty squaws and children prisoners, who are now at Fort Washington.

²⁰⁴ *Am. State Papers, Indian Affairs*, I, 129-135.

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Gen. Scott had two or three men drowned and five or six slightly wounded, so that his loss was little. Col. Edwards, also, from Kentucky, about a month ago, with 400 men, made another attempt on the Indians, supposed to be living on the Scioto, but the Indian towns which were their object, they found had been deserted since last fall, about the time of the army marching. General Wilkinson is now out in the Indian country with 700 men. It is about twenty days since he left Cincinnati and marched north into the purchase. I know not his destination—we hope he will be able to give a very good account of his adventure on his return, but I am mistaken if he has not some serious business to go through.²⁰⁵

We learn nothing yet when the present army is to be put in motion. They are encamped at Mr. Ludlow's station, five miles from Fort Washington, on account of better food for the cattle, of which they have near one thousand head from Kentucky. Many and important are the preparations to be made previous to their general movement. Not long since I made General St. Clair a tender of my services on the expedition. He replied; "I am very willing you should go, sir, but, by God, you do not go as a Dutch deputy!" I answered that I did not then recollect the anecdote of the Dutch deputation to which he alluded. His Excellency replied: "The Dutch, in some of their wars, sent forth an army under the command of a general officer, but appointed a deputation of burghers to attend the general to the war that they might advise him when to fight and when to decline it." I inferred from this that I should be considered by him rather as a spy upon his conduct than otherwise, and therefore do not intend to go, though I should have been very happy to have seen the country between this and Sandusky.

²⁰⁵ *Am. State Papers, Indian Affairs*, I, pp. 133-135.

LETTERS FROM JOHN CLEVES SYMMES

I have yet had no returns from Jersey, in answer to my letters, by Doctor Burnet,²⁰⁶ though it is now near three months since he left us. South Bend is pretty well established, but we have done nothing towards laying out a village at the north-east corner of the reserved township. The inhabitants of the purchase are very much favored this summer in point of health. There are few complaints of any kind—rheumatisms are the chief. Provisions are extremely plenty;²⁰⁷ corn may be had at Columbia for 2/0 cash per bushel; wild meat is still had with little difficulty, and hogs are increasing in number at a great rate, so that I expect any quantity of pork may be had next killing time at 25/0 per hundred. We have not yet a supply of horn-cattle; therefore very little beef will be slaughtered. Here let me observe, sir, that people emigrating hither will do well to bring out their baggage by the labor of oxen. It would have been three hundred pounds saved to me if I had provided myself with ox teams in lieu of horses; they are cheaper by one-half in the first purchase, not so much exposed to accidents, the Indians have never disturbed them in any instance (except in the attack on Colerain, when the enemy took all the cattle for the supply of the small army), and after long service they are still of their original value.

You wish to know my prospects with regard to the sale of lands. Why, sir, they are not the most flattering at present. I perceive by your letters that you know pretty near the proportion between those who purchase and pay, and those who pretend to purchase but never pay. Should there be an act of Congress for opening a land office, if they therein, or by any other act, reduce the price of the lands within the purchase to that of those without, which surely

²⁰⁶ *Ante*, pp. 138-141.

²⁰⁷ *Ante*, pp. 57, 60, 130-131, and especially, p. 57 (note 62).

THE SYMMES CORRESPONDENCE

would be no more than right, there will be no doubt of our doing very well. But if they sell to others cheaper than we must pay, we shall not be able to sell at all. And why, sir, ought they not to allow our money to be as good as that of future purchasers? If they do (and if impartial they will), for every five shillings which we have paid we shall be entitled and allowed to hold three acres. For I learn from the printed bill, as it passed in the House of Representatives, that twenty cents was to be the price of tracts rising of 23,000 acres.²⁰⁸ Government will in this case have also in addition the interest of our money for three years; and still more may fairly be added in our favor, viz: that by making the settlements on the Ohio at Muskingum and Miami; in the former instance at the expense of the Ohio Company, and in the latter at the expense of a few individuals—that of my own, if I may be allowed to mention it, in moving to this country, losses in horses and other kinds of property since my arrival, assistance given to numbers of starving emigrants the first and second year, and in presents to the Indians during the ten months they visited us in a friendly manner, does not fall one farthing short of four thousand dollars in silver, that is gone forever; but by which sacrifice a respectable settlement has been effected and a double estimated value at least thereby added to the residue of the federal lands yet unsold,

²⁰⁸ Both the first and the second contracts with the Treasury Board fixed the price of land to Symmes and his associates at \$1.00 per acre, less a reduction of a third for poor land, or a net price of 66-2/3c per acre. *Trenton Circular, Quarterly*, Ohio Hist. and Phil. Society, V, 85. The House passed a bill February 16, 1791, that provided for a land office in the Northwest Territory where the public lands would be sold at 25c per acre. Had this act become law, it would have been practically impossible for Symmes to have sold his lands at the price necessary under his contract. Fortunately for him the Senate postponed consideration of the bill, and no measure with respect to the public lands was adopted before 1796. *Annals of Congress*, 2, 1840-1841, 1964, 1973; Treat, *National Land System*, p. 85.

LETTERS FROM JOHN CLEVES SYMMES

situate any where between the Great Miami and the Wabash—people have hereby been introduced into the country; their frequent communications with those yet remaining in the Atlantic States, have served to remove in a great degree those horrid impressions created by the distance of situation, terror of Indians, and of starving in a wilderness, under which the great body of citizens labored at the time when those several purchases were made.

And shall these considerations, sir, have no weight with Government in our favor? But instead of favor, to which we are fairly entitled, are we to suffer a real loss of property by bringing forward our certificates at an early day in aid of Government and pushing forward to make settlements, when others more interestedly tardy, griped hard their certificates, and less patriotically bold and adventurous to extend the empire of the United States and reclaim from savage men and beasts a country that may one day prove the brightest jewel in the regalia of the nation, sit quietly by their own firesides until the United States, at an expense of half a million of dollars, have in a great degree subjugated the hostile Indians, and then step forth and seize the prize at one third of the prime cost of ours—is this what you call fair, sir?

Dear Sir—

September 17, 1791.

For more than a month has this letter been waiting for Judge Turner's arrival. The judge had promised to spend some days with me on his way to the falls of the Ohio; early this morning he arrived in a great hurry to proceed, and I can hardly prevail with him to stay breakfast. Judge Turner and myself have been on very friendly terms since his arrival in the territory and we became acquainted with each other. I, therefore, beg leave to recommend him to your particular attention, as I consider you both my particular friends.

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Since writing the foregoing, I have received a letter from Mr. Jefferson.²⁰⁹ I enclose a copy to you and Mr. Boudinot, with my answer thereto. I must beg of you, sir, to unite with Mr. Boudinot in supporting my claim to the disputed lands, and delay the proceedings of Government thereon until my arrival, which, I expect, will be early in December—unless you find Congress disposed to declare in favor of the first contract, in which case, the sooner it be done the better, as all are in suspense who are affected by the proclamation.

I have not time to add, (and hope to see you so soon as almost to render it unnecessary,) save that I am, in all things,

Your most devoted, humble servant,
John C. Symmes.

Hon. Jonathan Dayton.

[*Draper Mss.* 3WW, no. 38:] honor'd by the Hon^{ble} Judge Turner.

JOHN CLEVES SYMMES TO ELIAS BOUDINOT AND
JONATHAN DAYTON

[Miller, *Cincinnati's Beginnings*, 190-191.]

North Bend, 17th Sept., 1791.

Gentlemen—

I beg that you will permit me to trouble you with the enclosed copies. You will be pleased to make such use of them as you may think proper. They are to be considered as private communications, but if they can be of any service to me in the litigation of boundary, or to the nation in any other point of view, you will use your pleasure in exhibiting

²⁰⁹ In this letter Jefferson asked for an explanation of the encroachments by Judge Symmes upon the public lands between the twenty mile line and the Little Miami. *Thos. Jefferson to Jno. C. Symmes*, August 6, 1791, *Jefferson Papers*, 66, Library of Congress; *ante*, p. 147 (note 201).

LETTERS FROM JOHN CLEVES SYMMES

them; they are true copies. I think I have been very indelicately treated by Governor St. Clair, in his letters and proclamation,²¹⁰ and I am preparing a kind of retort, but want of time to finish it prevents my enclosing a copy. My short letter of the 24th August is preparatory thereto. I believe I shall seal it in a few days, when I will forward a copy. The army has advanced twenty-five miles into the purchase, and by the best account of their situation which I have yet got, they are building a fort on Mr. Boudinot's land in the fourth range—if not on that, it is in the third or military range.²¹¹ I begin to despair of any thing important being done this campaign—the delays are amazing. Yesterday, a boat, with 120 barrels of flour, attempted to ascend the Miami. This is extraordinary to me—at the best time so large a freight is not judicious, but now the Miami is low, 'tis distraction. In June, this ought to have been done in perogues or large canoes of one ton or one and a half tons burden, it would then have succeeded. The Indians took off twenty horses in one night, this week, from the army. I hope the best, because no man is more interested, but my hopes, I fear, will prove like Noah's raven. I have the honor to be, gentlemen, most respectfully, your humble servant,

John C. Symmes.

Hon. Mr. Boudinot and
Capt. Dayton.

²¹⁰ *Ante*, pp. 146-149.

²¹¹ Fort Hamilton, built by St. Clair's forces, was located in the third or military range of the Miami Purchase. *Am. State Papers, Indian Affairs*, I, p. 136; *Map of the Miami Purchase*, Ohio Hist. and Phil. Society.

THE SYMMES CORRESPONDENCE

JOHN CLEVES SYMMES TO JONATHAN DAYTON

[*Draper Mss.* 3WW, no. 40]

North Bend, 17th. Jan^y, 1792.

My Dear Sir,

In October I went up the river as far as Gallipolis, where we held the General Court for the county of Washington. Not having any comfortable way of going farther up the river, nor indeed any way at all except by paddling myself up in a canoe for 170 miles to Whelan [Wheeling]—the private boat in which I went passenger to Gallipolis being gone on to Pittsburg: and having a good opportunity of returning to Miami in a boat descending the Ohio, I concluded to return home—take horse, ride through the wilderness, and proceed to Philadelphia as fast as I could.²¹² This resolution proved very fortunate in one respect, for on my arrival in the Purchase about the 20th. of Nov^r., I found the settlers in the greatest consternation on account of the late defeat.²¹³ Several had fled into Kentucky and many others were preparing to follow them—and it was with the greatest difficulty that I prevailed with people to stand their ground.

The timely arrival of M^r. Dunlap greatly contributed to this success, as he had the good fortune to prevail with his settlers, who had abandoned Colerain, to return again with him & re-establish their station.²¹⁴ Colerain has ever been considered as the best barrier to all the settlements—and when that place became re-peopled the inhabitants of the

²¹² *Ante*, p. 84 (note 90).

²¹³ This is an interesting sidelight into the practical results upon Western settlement of the defeat of St. Clair, November 4, 1791.

²¹⁴ John Dunlap, one of Judge Symmes' confidential surveyors, founded Dunlap's Station, seventeen miles northwest of Fort Washington, in 1790. Nearby he laid out a town which he called Colerain, from his native village in Ireland. Greve, *Cincinnati*, I, 284; Jones, *Fort Washington*, p. 30.

LETTERS FROM JOHN CLEVES SYMMES

other stations became more reconciled to stay. Gen^l. St. Clair by much importunity gave M^r. Dunlap a guard of six soldiers—with these the settlers returned to Colerain—in a very few days after the Station was re-settled, the Governor ordered the six soldiers back again to Fort Washington. But the next day Gen^l. St. Clair set out for Philadelphia, and Major Zeigler²¹⁵ came to the command—his good sense and humanity induced him to send the six men back again in one hour's time, as I am told, after General St. Clair left Fort Washington, and he assured M^r. Dunlap that he should have more soldiers than six, rather than the Station should break. Majors sometimes do more good than Generals.—My return home from Gallipolis, tho' fortunate in one respect, was the reverse in another. The unexpected destruction of the army rendered the provision of beeves made by M^r. Ludlow (Col. Duer's agent) greater than was necessary. Many of the bullocks were, therefore, sold to the settlers, as Col. Duer's contract was near expiring.²¹⁶ This circumstance was favourable to the inhabitants who wanted oxen, as more than half the inhabitants have been obliged to raise their corn by the hoe without the aid of ploughs—horses being soon taken off by the Indians after they are brought here. Of these young bullocks I bought about a dozen to make oxen of, and let out by the year to settlers in this place who are not able to purchase. Before I chose to let these go out of my possession, I got some young men to brand their horns for me—unfortunately I was in the yard myself. One steer proved very ferocious, and ran at me as I was standing about 16

²¹⁵ Major David Zeigler was born at Heidelberg, Germany, and served under Frederick the Great. After serving in the Revolutionary army he entered the regular force, and was stationed at Fort Harmar in 1789, and later at Fort Washington. He resigned from the army and became a prominent citizen of Cincinnati. Jones, *Fort Washington*, p. 21 (note 25).

²¹⁶ Colonel Duer was contractor to supply the American troops at this time. *Quarterly*, Ohio Hist. and Phil. Society, XVII, 23.

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or 18 feet from him—he struck one of his horns [the Judge describes a dangerous wound he received from the animal]
* * * soon after receiving the wound I had a fit of ague; this was succeeded by a fever which continued about ten days, with a violent pain in my head, and utter loss of appetite, all these together reduced me very low. It is now 27 days since I was hurt, and though my appetite and strength have been returning for several days, and I have recovered my spirits as usual, yet I am not able to sit up, nor shall I be for some days longer, if I may judge from the state of my wound, though I have no cause to complain—it heals tolerably well. * * *

I expect, Sir, that the late defeat will entirely discourage all others coming to the Purchase from Jersey for a long time. Indeed it seems that we are never to have matters right—What from the two succeeding defeats of our army, and the Governor's arbitrary conduct towards the settlers, still more discouraging at the time than even the defeats, many settlers became very indifferent in their attachment to the Purchase, and many had left it on account of the Governor's conduct before his unparalleled defeat—Of this shameful defeat by less than half their number of Indians, as is supposed, I have treated a little in my address to Dr. Boudinot.²¹⁷ It is an event on which I could write a folio, and the subject not then exhausted: but I cannot with any degree of patience reflect thereon. You will, therefore, excuse me, Sir, that I am silent on the overthrow of our army. I am extremely anxious to hear how the dreadful news was received by Congress. From the ample provision made by Government, I think the news must have been very unexpected at Philadelphia—but the whole has been retrograde in this country.

²¹⁷ *John Cleves Symmes to Elias Boudinot, January 12, 1792, Quarterly, Ohio Hist. and Phil. Society, V, 93-101.*

LETTERS FROM JOHN CLEVES SYMMES

I flatter myself that the Nation will find a valuable officer in Lieut. Col^o. Wilkinson,²¹⁸ who is appointed to the [sic] of the 2^d regiment—he now commands in Fort Washington. [Gen^l. Wilkinson's character, a very complimentary one, &c.]

[Addressed:] To the Hon. Jonathan Dayton, in Congress from N. Jersey—Philadelphia—By Mr. Celadon Symmes.²¹⁹

JOHN CLEVES SYMMES TO ELIAS BOUDINOT AND
JONATHAN DAYTON

[Miller, *Cincinnati's Beginnings*, 198-202]

North Bend, January 25th, 1792.

Gentlemen—

I expect that copies of Governor St. Clair's letters to me, and of my answers to him, previous to the month of August, are now before Government. Of these, I have already furnished copies to you by Judge Turner.²²⁰ I now do myself the honor of enclosing copies of two or three more letters which succeeded before the correspondence between the Governor and myself was closed. I am persuaded that, however the main question of boundary to the purchase may be determined by Congress, yet that every person must admit that the Governor has treated me and the settlers in a most cruel manner. This persuasion has drawn from me a reply to his Excellency's letters of the 12th and 14th of

²¹⁸ James Wilkinson came West after the Revolution, and settled at Lexington, Kentucky, where he carried on an extensive trade with the Spanish in Louisiana. In 1791 he re-entered the army, but he continued to take great interest in Western lands, and was one of the original proprietors of Dayton. Although he was accused of complicity with Burr and of treasonable intrigues with the Spanish he was quite popular in the Ohio country. Jones, *Fort Washington*, p. 38; Edgar, *Early Dayton*, p. 20.

²¹⁹ Celadon Symmes, a nephew of Judge Symmes and brother of Daniel Symmes, also came West with his uncle. McBride, *Pioneer Biography*, II, 229.

²²⁰ *Ante*, pp. 154-155.

THE SYMMES CORRESPONDENCE

July, and proclamation of the 19th.²²¹ It is my wish, gentlemen, that you forward these copies to Government, for I know of no reason which can be assigned why I should not be fully heard on the subject of the controversy as well as in relation to the Governor's violent proceedings in the purchase. But of the propriety of submitting these copies to Government, I beg leave, notwithstanding, to consult both of you, and such other of my friends in Philadelphia as you may judge proper. I know very well, gentlemen, that I am at too great a remove from court to be able to judge of the reception which a copy of my reply may meet with at Philadelphia.

If the Governor's conduct towards us has already met with the plaudits of Government, and he stands fully justified by Congress, it will be prudent perhaps for me to recede from further altercation and learn submission to their pleasure, however sensible I may be of the injustice he has done to me and the settlers. But, if the matter is yet pending before Congress, then, with your approbation, and not otherwise, seal it and let it go to Mr. Secretary Jefferson. I wish it had been in my power to make fairer copies, but in the situation I am—confined to my bed and writing leaning on my left elbow—I could do it no better.

It may, perhaps, be thought by some that I have written with acrimony; but if such persons will give themselves the trouble to look over the Governor's letters to me and proclamation against the settlers, I am sure they must say that his are written in much stronger language of reproach and illiberality. He has charged me with many things that are not true, and in a very rude manner. I have not adduced a single accusation which I can not maintain in this country by the testimony of many witnesses. I beg leave to refer you to Judge Turner. He took forward a few

²²¹ *Ante*, p. 147 (note 201).

LETTERS FROM JOHN CLEVES SYMMES

affidavits which mention some of the facts; many more might be obtained if there were any occasion. I do not mean nor wish, however, to impeach the Governor in form, but certainly his conduct has been very reprehensible. The superiority which the Governor affected to give the military over citizens, is maintained with ridiculous importance by some of the officers. I will give you one instance:²²² Captain John Armstrong,²²³ who commands, for the present, at Fort Hamilton, has, within a few days past, ordered out of the purchase some of Mr. Dunlap's settlers, at Cole-rain, against whom he has a pique. He threatens to dis-lodge them with a party of soldiers if he is not obeyed. The citizens have applied to me for advice, and I have directed them to pay no regard to his menaces, yet I very much fear he will put his threats in execution, for I well know his imperious disposition. This same Armstrong, soon after the Governor had ordered Knoles Shaw's house burned, and himself and family banished, met with Mr. Martin, the deputy sheriff, with whom, a little before, he had some dispute touching the superiority of the civil or military authority. Armstrong now deridingly takes the sheriff by the sleeve, saying: "what think you of the civil authority now?" It would have given me great satisfaction could I have reached Philadelphia this winter; but such a chain of impediments has been thrown across my way as to prevent it. I must now wait some time longer.

The western circuit comes on by the first of April, as the court for the county of Knox commences at Vincennes, on the first Tuesday in May, and that for Kaskaskias, on the 2d in June. If I must attend these courts, and I see

²²² *Ante*, pp. 148-149.

²²³ Captain (Colonel) John Armstrong, a native of Pennsylvania and a Revolutionary soldier, served in the regular army and was commandant at Fort Hamilton, as well as at Fort Washington. He settled finally in Clark County, Indiana. Jones, *Fort Washington*, p. 30.

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no alternative at present, it will defer for another year my coming to the metropolis, unless I obtain from the President leave of absence from the territory, for which I wrote Mr. Jefferson last fall. I shall then conceive myself justified in neglecting the western circuit. Could Judge Turner and Judge Putnam go the spring circuit, I should be thereby at liberty to come to the Atlantic, in the spring.

I trust, gentlemen, that I need not again mention the great hardship that must await the Miami purchasers if they are obliged to pay a higher price for their land than others who purchase within the territory after the opening of the proposed land office.²²⁴ I assure myself that you will do all you can to set this matter on its proper basis—certainly nothing can be more just. Mr. Ludlow's survey of the purchase, I think, can not be completed this winter, so that Government, during this session of Congress, will receive little further information as to the figure of the tract than what they already have from my communications to Governor St. Clair, which he long since transmitted to Mr. Secretary Hamilton.

I have the honor to be, with respect, gentlemen, your most obedient humble servant,

Hons. Doct. Boudinot and

John C. Symmes.

Capt. Dayton.

JOHN CLEVES SYMMES TO JONATHAN DAYTON

[*Draper Mss.* 3WW, no. 42]

Dear Sir,

North Bend, February 3^d 1792.

I lately received a letter from Thomas Anderson, Esquire, of Sussex county, in which he informs me that it is not in his power to pay for the land which he agreed for

²²⁴ This reference is to the public land bill which was then pending in Congress, but did not pass. *Ante*, p. 152 (note 208).

LETTERS FROM JOHN CLEVES SYMMES

in the Miami Purchase, and wishes to be released of his contract. As I never laid it down as a principle to sue any man to the fulfilment of his contract for land in the Purchase, the lands remaining in my hands, as all are until paid for, I have no objection to his having his note delivered up to him; and beg, Sir, you will do it accordingly whenever he shall wait on you for the purpose, or send a person with a request to you therefor, &c. * * *

[Addressed:] To Jno^a. Dayton, in Congress, Philadelphia.

JOHN CLEVES SYMMES TO JONATHAN DAYTON ²²⁵

[*Draper Mss.* 3WW, no. 45]

Philadelphia, July 27th, 1793.

Dear Sir,

In Brunswick I called at Mr. Morris' to procure money for you, but he had not returned from Monmouth where he has been several weeks, wherefore I got none. You had better write some friend in Brunswick to inform you when Mr. Morris comes home, that you may present my order.—I was 18 hours on the road—have this day seen Mr. Secretary Hamilton and Mr. Rhalle; not one letter of the meditated instrument is yet set to paper.²²⁶ They now suggest the expediency of Congress altering the language of the law in that part where it takes notice of associates. For the present they concluded to adhere strictly to the words of the law in draughting the writing now to pass, & leave for future deliberation the language to be used in the

²²⁵ Judge Symmes went East in February, 1793, to urge the final issue of the patent that had been authorized by Congress, May 3, 1792. He did not return to Cincinnati until after his patent had been issued, September 30, 1794. *Ante*, p. 162; *post*, pp. 166, 167.

²²⁶ *Ante*, p. 162.

THE SYMMES CORRESPONDENCE

patent,—I came this morning from the Circuit Court where the American who had entered on board the French privateer is now on trial by a jury of the country. I only heard Mr. Sargent speak a short time in his defense. I could not stay,—and, therefore, am not able to guess what the verdict may be, hearing only a few words on one side. If I learn the verdict before sealing, I will give it you. I am informed that no less than 12 vessels, both English and French, are now suspected to be fitting in this port, for sea, as privateers—and that Americans are concerned in most of them. Government is doing every thing to keep us in our present state of prosperity and peace; but I fear the more inconsiderate part of our citizens will create as much trouble by their impetuous zeal, or avidity for plunder; even absurd associations to protect the liberties of the State are now forming—still more astonishing—by men who have pretensions to merit and ability! One thing, however, is too certain, which I could wish our Government to represent with spirit to the British Court: Many English masters of privateers and armed vessels take unbounded liberties with American ships. This is an insult not to be submitted to, if persisted in. If our merchants must suffer all the inconveniences of a war, I should be for giving them the privilege of making reprisals in their turn. Nothing has yet transpired from the Judges of the Federal Supreme Court, on the great national questions submitted to them by Government. I am informed by Mr. Howell of the pay-office, that Mr. Samuel Swan is probably with Mr. Duer at New York. Mr. Swan brought only one letter for me—it is from Major Gano; the contents of which are general & nothing material.—I beg, Sir, you will make my best respects to Mr^s. Dayton, and be so good as to hand the enclosed to my daughter. I am with great esteem, Sir, your most humble servant

John Cleves Symmes.

LETTERS FROM JOHN CLEVES SYMMES

The privateer-man is acquitted by the jury, contrary to the express charge of Judge Wilson—Sunday morning 28th. July.

[Addressed:] To Jno^a. Dayton, Esq^r. Elizabethtown, New Jersey—postage paid 20^{cts}.

JOHN CLEVES SYMMES TO JONATHAN DAYTON

[*Draper Mss.* 3WW, no. 46]

Sir, Morris Town, Nov^r. 29th, 1793.

Mr. Lewis informs me that the time set by law for funding the debt of the United States expires the 15th. day of next month; this is a circumstance of which I was not apprized when i saw you. I, therefore, beg, Sir, that if there are any of my certificates remaining unfunded in your hands, that you will be so obliging as to fund them so soon as you arrive at Philadelphia; for I shall be sorry that any remain unfunded after the law expires. I have the honor to be, Sir, yours &c John Cleves Symmes.

Capt. Jno^a. Dayton.

[Addressed:] To Jno^a. Dayton, member of Congress, Philadelphia.

JOHN CLEVES SYMMES TO JONATHAN DAYTON

[*Draper Mss.* 3WW, no. 47]

Dear Sir, Elizabeth Town, May 4th. 1794.

I am now on my way to Long Island for my daughter, on my return shall repair once more to Philadelphia—shall I beg of you, Sir, to facilitate my patent all in your power,²²⁷ that I may not be detained. It is now more than time that my face was set to the Westward. Raise no scruples about any thing, for I would rather have it [i. e.

²²⁷ *Ante*, p. 147 (note 201).

THE SYMMES CORRESPONDENCE

the patent— L. C. D.] in any form, than not at all, for I am almost ruined by delays already.

I have the honor to be, Sir, with the greatest respect your most obedient,
John Cleves Symmes.
[Addressed:] To Hon. Jon^a. Dayton, in Congress, Philadelphia.

JOHN CLEVES SYMMES TO JONATHAN DAYTON

[*Draper Mss.* 3WW, no. 48]

Philadelphia, Sept. 30, 1794.

Dear Sir,

I was last week several times with Mr. Secretary Hamilton and Att^y. Gen^l. Bradford on the subject of the Miami patent. Some parts of the proposed form I do not fully approve, but rather than state objections which might work delay, I agreed to waive every thing that might retard. I expected to have heard of the signing of the patent yesterday or to-day, but have not heard a word, tho' I have been several times at the office.²²⁸ The President sets out to-day to take the command of the army, & I expect to leave town to-morrow without my patent; but like a true Presbyterian I will suppose the time is not yet come which was predestined from eternity that I should receive it.—I enclose you a hand-bill containing the news from General Wayne which came in town to-day.²²⁹—Capt. Ernest arrived last night from Pittsburg—he says a great majority of the inhabitants of the refractory counties are submissively disposed²³⁰—but that others are rather sulky and unfriendly, but no system of opposition by arms appears to be in con-

²²⁸ The patent was signed by the President, September 30, 1794, the very day on which this letter was written. *Am. State Papers, Public Lands*, I, 128.

²²⁹ General Anthony Wayne defeated the Indians in the Battle of Fallen Timbers, August 20, 1794.

²³⁰ This reference is to the Whiskey Rebellion.

LETTERS FROM JOHN CLEVES SYMMES

templation. I believe some examples are determined on by Government; but this is only my conjecture.—The militia of Pennsylvania have rallied well; near one thousand from this city have marched.—A war has broke out in the Quaker General Meeting now sitting here. To the honor of many young gentlemen of that Society a great number have marched with the militia—they & their parents are now on trial in the general meeting: It is doubted what may be the issue; some justify the measure, and some oppose & condemn, & are for reading children and parents out of the meeting for attempting to support Government, as they say their kingdom is not of this world. Query, whether some of them do not dabble a little in and about the despicable things of this world, whatever may be their spirituality.— The yellow fever stalks a little about town. Dr. Wistar says the danger of taking it, though apparent, is not great as yet & perhaps may not be. I intended if possible to have been ahead of the army in my way to Pittsburg—but that is now impossible. I hope to see you next week at E. Town, & am, Sir, with much respect,
Yours, John Cleves Symmes.

Capt. Dayton.

JOHN CLEVES SYMMES TO JONATHAN DAYTON

[*Draper Mss.* 3WW, no. 54]

Cincinnati, June 17, 1795.

[Principally on business & the dispute between Marsh & Dayton ²³¹—Judge Symmes does not say that Dayton *cheated* him, but that he had the *best of the bargain* in their transactions, &c. &c.—a pretty severe letter. He

²³¹ Evidently the particular transaction referred to here took place upon the eve of Symmes' journey westward, 1788. For other agreements, regarding land, between Symmes and Dayton, which led to such acrimonious disputes, see especially *ante*, pp. 143-144; *post*, pp. 172, 179, 252, 275-277.

THE SYMMES CORRESPONDENCE

speaks in it of his having given up to Dayton, although the latter had no claim to it, Sec. 19—town 3—range frac. 2^d (adjoining Cint.ⁱ *now*, 1838) although he (Symmes) had intended to settle on it himself]—as I was going to New York for M^{rs} Symmes— At the moment of our settlement my time was exhausted, & I was reduced to the necessity of closing our accounts at any rate on the best terms I could then get, or of resigning my office in this country, and selling all the teams which I had provided for my journey to Pittsburgh, & once more settling myself in Jersey merely with a view of attending more leisurely & successfully to an adjustment of our accounts. Yet even this measure, great as the sacrifice must have been, I contemplated for some hours in great suspense, and was determined on the question by that duty & patronage which I owed to the exposed settlers of this country. * * *

You upbraid me, Sir, with having pledged my friendship, and afterwards speaking too freely of our settlement whereby your generosity might be drawn in question. My friendship, Sir, 'tis true I cheerfully pledged, & shall with pleasure discharge the obligation when occasion presents. I should have been wanting in decency to have been silent, when as we were about to part, you were politely proffering me your further services and friendship at all times subsequent to that period. But if it is to be understood that where friendship or a disposition to serve a person exists and is avowed, it operates as a seal on the lips of the character professing that friendship, I must acknowledge that heretofore I knew not the extent of the word. May we never call in question the conduct of the person we regard? God is my friend, but he will never countenance my failings, though he may forgive them.

I have in view the compiling a history of the Miami Purchase as it respects the different shapes it has under-

LETTERS FROM JOHN CLEVES SYMMES

gone since I first formed the project. The candor & ingenuity observed by some gentlemen in transactions relative thereto, and the management, delay, disingenuity & address of others—the extreme hazard the design of purchasing & settlement of the country has been exposed to from political, malicious, ignorant or interested opposers; the calumnies, personal dangers & sufferings of the first emigrants, the nature of the original contract & how it effected the interests of the United States—the manner in which the funding system has effected that contract—how far fulfilled and by what circumstances promoted or discouraged—with observations on the impediments thrown politically or naturally in the way of its future progress—subjoining thereto copies of all the principal documents, letters, receipts, vouchers, and instruments of writing concerning the various transactions relative to the whole business. I am apprized that this will be a labor of some weeks, but I think it a duty I owe to my country and to myself. * * *

But suffer me, Sir, to ask you by whose efforts it was, that the value of the military lands in the Purchase were appreciated to three times that sum per 100 acres? Who first formed the design and in the adventurous search after distant lands, sacrificed rest and peace? Who had endured toil, hunger, cold & tempest without shelter in a wilderness while exploring the country previous to the contract, and afterwards persevering for years at the hazard of his life, not only from the elements, but from surrounding hostile savages? Who has expended thousands of dollars in the project of establishing settlements in the country? Whose reputation as a man of sense & business would have been blasted, & who would have been inevitably ruined by the undertaking, had that project failed, and the bubble burst? First answer to these questions, and then say, Sir, whether it was you or me who gave a threefold value to those army

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warrants, which were so fortunate as to gain admittance into the Purchase, when compared with the current value of other army warrants to be laid in the other parts of the Territory. * * * Though I never hesitated to acknowledge, Sir, that I was under many obligations to you for the care you had taken & the trouble had in transacting my business, yet I presume you would not have mentioned these services in your letter if it had occurred to your remembrance, that it was only in consideration of the trouble, expense & care which I knew your agency must necessarily involve you in, that I was induced to resign to you my location of the 19th section in the 3^d township & second fractional range—a most valuable section where I wished to settle, & to which you had no colour of claim, in my opinion, & for which was it now mine, and in a state of nature, I would not take 640 guineas.— Your first letter ²³² is now about answered; but I am tired, Sir. I will answer two other letters as soon as I can, tho' I am exceedingly borne down with the multitude of business I have to transact.— I had not been long at home from Jersey before I was called up the Ohio again to attend Gov^r. St. Clair at Marietta in the capacity of legislator. On the 20th of February, therefore, I set out on my passage up the river, & was buffeted by high waters, drifting ice, heavy storms of wind & rain, frost and snow for 23 days & nights, without sleeping once in all that time in any house after leaving Columbia. I waited in rain 12 days in Marietta for the coming of the Governor, & he not appearing, I returned. The Governor has since arrived at this place; about the same time Judge Turner came up the river from the Illinois, when we were able to form a house, and proceeded to the consideration of our laws—their binding force was so enervated by the measures taken against them

²³² The reference is probably to *post*, p. 275.

LETTERS FROM JOHN CLEVES SYMMES

last session of Congress that many citizens of lawless principles now revile them, & treat them as a nullity.²³³ How far the safety and happiness of the United States were involved in the downfall of our little code of jurisprudence, affecting few more citizens and scarcely more energetic than the laws of some country corporation, especially as they had been undoubtedly been [sic] twice read, and ordered by Government to be printed, I will not pretend to conjecture— I only say, Sir, I am sorry they were found so exceptionable in the eyes of Congress. We lived tolerably happy under them, & if I am not mistaken, the happiness of the people is the object of all laws. Hardly shall we be able to import and adopt a sufficient number of laws of the original States to regulate our police, before the freemen of the Territory will rise in numbers to 5000, when the Government will be new formed & the people make their own laws.— I am, with best respects to M^{rs} Dayton, your very humble serv^t.

John C. Symmes

To Gen^l. Dayton

JOHN CLEVES SYMMES TO JONATHAN DAYTON

[Miller, *Cincinnati's Beginnings*, 218-221]

Cincinnati, August 6, 1795.

Dear Sir—

At this place, where the legislature are still sitting, I had the honor, on the 14th ult., to receive your favor of the 6th of June.²³⁴ So inexpressibly have I been crowded with

²³³ At a legislative session in Cincinnati, August 1, 1792, the governor and the judges passed thirteen laws. The House of Representatives passed a joint resolution disapproving all but one of these acts, but the Senate refused to concur in this veto. *Laws of the Northwest Territory*, 2, (Phila. 1794); *Annals of Congress*, 4, 830, 1227.

²³⁴ *Post*, p. 276.

THE SYMMES CORRESPONDENCE

business of both public and private natures that I confess I have not been able to pay all that attention to the letters of my friends from the sea shore that I wished to do. It is not half that I can as yet answer at all, but I beg them to believe that it is not want of inclination, but of time, that I do not minutely attend to every one in the most scrupulous manner.

Your Mill Creek lands would have been deeded before this time, but as you have not sent forward to Mr. Ludlow the warrants transferred to you by Doctor Morris [Morrel?], it is necessary that they should first arrive at the office. This I desired Mr. Ludlow to inform you of, on his first application to me for your Mill Creek deeds.²³⁵ Besides, as Dr. Morrel has sold the whole of the half section which he purchased from you on Mill Creek, the people who purchased are clamorous with him and me for a deed for that half section; nor can he receive the whole of his money until the deed be given. If you have no objection I will give the deed to them for that part of the section; in which case I shall direct Judge Morris at N. Brunswick to discharge your bond against Doctor Morrel and Budd with my money. I some time ago advised M^r Ludlow to give you this information. Respecting your interest in the reserved township, I know not what advice to give you. The village is reduced more than one-half in its numbers of inhabitants since I left it to go to Jersey in February, 1793. The people have spread themselves into all parts of the purchase below the military range since the Indian defeat on the 20th of August, and the cabins are, of late deserted by dozens in a street. What has in some measure contributed to this is the demand I made on all volunteer

²³⁵ For these and the following transactions with Jonathan Dayton, see *ante*, p. 167 (note 231).

LETTERS FROM JOHN CLEVES SYMMES

settlers at my arrival to go out and improve on their forfeitures in the course of this year, as the truce with the Indians afforded a very favorable opportunity for the purpose.²³⁶

I am of the opinion that none will think of purchasing your interest in that township at so high a price, though your sale should embrace every thing you claim therein.²³⁷ If I can procure an accurate draught to be made out for you of that part of the purchase, as you have requested, I will do it, but unless Mr. Ludlow will undertake it, to whom I have applied, I know not another that I think can do it with accuracy and ability. There is no such thing as purchasers for the proprietary lots in the several blocks at a price which the owners would listen to. There are yet several hundred donation lots in the plan of the town that have never been accepted of by any body, and very few indeed will purchase a lot when they can have such a choice of one gratis. They do not value a town lot more than so many square perches at any other place out of the town, for there is not a single advantage enjoyed in the limits of the village of North Bend which they do not enjoy in more perfection in the country, and there are many more inconveniences to conflict with. There appears to be some mistake in the survey of the military lands according to the draught; the two Miamis are wider apart than that map lays them down. The two sections which fell to me, as we supposed on the bank of the Great Miami, are found to be a considerable distance east from the river, by reason of

²³⁶ General Wayne's defeat of the Indians, August 20, 1794, made the interior fairly safe for settlement, as was evident when Hamilton, the site of a fort built by St. Clair, was laid out December, 1794. The Treaty of Greenville, August 3, 1795, stimulated still further the rush of settlers into the Miami Purchase.

²³⁷ *Post*, p. 276.

THE SYMMES CORRESPONDENCE

which I have had them both returned on my hands after I had sold them. This needs correction, for I expect that there are 2,000 acres more in the military range than was represented to me.

I have not the least objection, sir, to your taking a share of considerable extent in the remaining lands of my contract beyond the deed,²³⁸ but to prevent any interference I beg you will mention to me in your next how much you would wish the pre-emption of, and I will endeavor to accommodate you as well as I can, so as to assign some peculiar part to you, that you may take on yourself the burthen of the settlement, for I was extremely disappointed by assigning the military range to the military men, expecting their aid in the settlement of the country, but not a man but Colonel Spencer has ever set his foot here; settlement in a measure is therefore a *sine qua non*. I find it very troublesome and expensive in effecting them, as I have several since my arrival. If the Indian treaty should turn out favorable to the frontiers, I think it will be practicable to push the settlements up to my rear line, in which case our country will become somewhat respectable. But all Kentucky and the back parts of Virginia and Pennsylvania are running mad with expectations of the land office opening in this country—hundreds are running into the wilderness west of the Great Miami, locating and making elections of land. They almost laugh me full in the face when

²³⁸ The deed mentioned here is the patent issued by the President, September 30, 1794, for 311,682 acres. Even this, it was said, exceeded by 47,625 acres the exact amount of land for which Judge Symmes had actually paid. Under the patent his land scarcely extended beyond the northern boundary of the third or military range, and he insisted upon his right to sell lands much further to the north, upon the basis of the contract of 1788. *Patent to Jno. C. Symmes*, September 30, 1794, *Miscellaneous Records*, vol. 457 A, 18-26, *General Land Office Records*; *Map of Symmes' Purchase*, Ohio Hist. and Phil. Society; *Annals of Congress*, 3, 358; *ante*, p. 166.

LETTERS FROM JOHN CLEVES SYMMES

I ask them one dollar per acre for first-rate land, and tell me they will soon have as good for thirty cents.²³⁹

I have the honor to be, sir, with regard, your most obedient

John C. Symmes.

Capt. Dayton.

JOHN CLEVES SYMMES TO JONATHAN DAYTON

[*Draper Mss.* 3WW, no. 60]

North Bend, Jan. 20, 1796.

[Mention is made of a Mr. Chapman an English gentleman who was viewing the country, but did not like it: A long letter on business]— The in-lots of the new town called *Dayton* are selling at Cincinnati market at ten dollars the lot.²⁴⁰ * * * I beg leave to congratulate you, Sir, on your appointment to the chair of the House of Representatives—this fact I have learned from report, not having seen any public paper for some weeks past: I hope you will find “honor’s easy chair” both agreeable and profitable, for \$12 a day is a very pretty [sic] : though I know not what is expected, nor how frequent the entertainments are which is usual for a Speaker of the House to give.

One word on the subject of the Indians. They now begin to crowd in upon us in numbers, and are becoming troublesome. We have but one merchant in this part of the Purchase, & he will not buy their deer skins; their next resort is to beg from me, & I was compelled last week to give them upwards of \$40 value, or send near 40 of them away offended. The President’s plan of fixing traders and stores of Indian goods along the frontiers, I think is very

²³⁹ *Ante*, p. 152 (note 208).

²⁴⁰ The town of Dayton was laid out November 4, 1795, by Israel Ludlow, and the first settlers came in the spring of 1796. In the same year a lot in Cincinnati, 100 by 200 ft. at the corner of Main and Fourth Sts. sold for \$150.00. \$10.00 was therefore an excellent price for a lot in the new settlement at Dayton. Greve, *Cincinnati*, I, 348; Edgar, *Pioneer Life in Dayton*, pp. 21, 22.

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judicious.²⁴¹ They must have a market for [blank in manuscript] skins, or they can purchase nothing from us. Though we have 20 or more merchants at Cincinnati, not one of them is fond of purchasing deer-skins. Some attention of Government is certainly necessary to this object. If the Indians cannot enjoy the benefit of peace with us (trade and commerce), most assuredly they will have war, where one party only need be consulted. Some of our citizens will purchase horses of the Indians; the consequence is that Indians immediately steal others, for not an Indian will walk if he can steal a horse to ride. I wish it was made penal by Congress, to buy horses directly or indirectly from the Indians. I have the honor to be, Sir, your most obedient very humble servant John C. Symmes.
Hon.^{ble} Jonathan Dayton.

JOHN CLEVES SYMMES TO JONATHAN DAYTON

[*Ohio Hist. and Phil. Society Mss.*

donated by Mr. James Wilson Bullock]

Dr Sir— Northbend April 18th 1796.

I have been honored by the receipt of yours of the 24th ult: ²⁴² It is not equitable to *offset* lands for which you were to give me 5/ per acre seven years ago, for lands which cost you only ten pence per acre, and leave me also "to wait your time and disposition" to settle the indents with those who wait on you therefor. Three refusals in violation of your bond, have already been communicated to me, which interest I have been obliged to pay.

I did think that the lands I had released to you on mad

²⁴¹ In his annual messages, November 6, 1792, and November 14, 1794, the President had proposed the establishment of trading houses, under government regulation, in the Indian country. *Annals of Congress*, 3, 607; 4, 791.
²⁴² *Post*, p. 276.

LETTERS FROM JOHN CLEVES SYMMES

river would have been satisfactory,²⁴³ but am willing to go even further in letting you into a share of that country for which you never wet a finger, unless in wine while you were computing your princely gains therein at your own fireside.

I would set off for you half a township entire in a body; but so promiscuous have been locations throughout the 4th 5th & 6th Ranges since I came first into the purchase, that there is not half a township left entire in either of them.²⁴⁴ I shall therefore assign to you about an equal proportion of land in each of those three Ranges, viz. The fourth, fifth, sixth, tenth, & twelvth Sections and fractions in the first Township in the fourth range, together with the first fractional section, in the first township in the fifth range, to bring those in the fourth Range square and fully up to the great Miami, two tier of sections wide. The fifteenth, twenty first, twenty second, twenty seventh, twenty eighth, thirty third and thirty fourth, sections and fractions of sections in the second township in the fifth range, being two tier of sections wide on the great Miami. And also the thirtieth, thirty fifth, and thirty sixth sections and fractions in the third township in the sixth Range, and the fifth, sixth, and twelvth sections in the second township in the sixth Range, lying two tier of sections wide on the little Miami, containing in the aggregate, exclusive of the reserves, about ten thousand acres as nearly as I can conjecture the contents from the appearance of the several fractions on the map. The surveying fees has been advanced

²⁴³ Jonathan Dayton, Governor St. Clair, General Jas. Wilkinson, and Israel Ludlow contracted with Judge Symmes, August 20, 1794, for the seventh and eighth ranges between the Miami and Mad Rivers. This tract became the site of Dayton, but as it lay outside the patent of 1794, the proprietors were required to pay \$2.00 per acre under the Land Act of 1796, and ultimately they relinquished their holdings as unprofitable. Edgar, *Early Dayton*, pp. 20, 63; *ante*, p. 174 (note 238).

²⁴⁴ The 4th. 5th. and 6th. ranges lay beyond the northern boundary of the Miami Purchase, under the patent of 1794. *Ante*, note 243.

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by me, which I expect you will reimburse with interest. I have directed Judge Morris to pay you immediately Eleven hundred dollars, with the interest since the 20th January last, in full for all your interest in the village or City of Northbend, in the block, in and out lots and one full propriety or twenty fourth part of all the reserved fractions called the reserved township in the Miami purchase and County of Hamilton.²⁴⁵ This I make no doubt Mr. Morris will do, as I send him the means, so soon as he receives my letter. I beg sir that your deed of release and conveyance to me for all your claims in the reserved township or fractions of townships, may be sufficiently comprehensive and explicit so that it may fully embrace my Ideas of the purchase. Seal and deliver it if you please to Judge Morris.

Enclosed you have a copy of the preliminaries as settled between Benjamin Stites and John Carpenter in 1788. These have been lodged in the land office here, for five year past.— Read—and then ask yourself whether I *coun-tenance* Mr. Stite's claim to the fractions in a degree unwarrantable? I shall not play the tyrant for or against, either Carpenter or Stites.— If the fractions are yours under Carpenters right, why do you not direct your agent to take possession of them? I have no claim to them myself, and shall not interfere, to prevent either you or Mr. Stites possessing them. The Spanish Government does not reach us, and if it did, I am not the Commandant. I wait with some anxiety the honor of your next favor according to promise. And am with much respect,

Your honors most obedient, very humble servant,
[addressed:] John Cleves Symmes.

Hon^{ble} Jonathan Dayton Esqr.

Philadelphia.

Honord by John Brown Esqr.

²⁴⁵ Dayton's first price for these holdings was \$1,200.00. *Post*, p. 276.

LETTERS FROM JOHN CLEVES SYMMES

JOHN CLEVES SYMMES TO JONATHAN DAYTON

[*Draper Mss.* 3WW, no. 63]

North Bend, May 29th 1796.

[—business—a copy of a letter from Mr. John Carpenter enclosed.] * * * I presume, Sir, that before this time you have received my letter by Cap^t. John Brown, wherein I informed you that I would take all your claims in the reserved fractional townships at the price of \$1100 which you had set upon them, & gave orders to Judge Morris immediately to pay you the money on the receipt of my letter by Mr. Brown.²⁴⁶ I shall, therefore, consider your interest, in the reserved townships & fractions, as mine hereafter. I have the honor to be, with great respect, Sir, your most obedient very humble servant,

John Cleves Symmes.

[Addressed:] Hon. Cap. Dayton, Elizabethtown, N. J.
by favor of Mr. Kotts

JOHN CLEVES SYMMES TO JONATHAN DAYTON

[*Draper Mss.* 3WW, no. 64]

Cincinnati, Aug. 10, 1796.

Dear Sir—On my arrival in town this day, the Post Master handed me your two letters of the 1st. & 20th. ultimo; I was honored by the receipt of your favor of the 13th. June a few days ago.²⁴⁷ But as I have not been in Cincinnati since till now, I have not found leisure sufficient even to sketch half a sheet. So thronged am I with business and straitened for time, that I am frequently

²⁴⁶ *Ante*, p. 178.

²⁴⁷ These letters cannot be found. Ed.

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robbed thereby of my food and sleep: I am building a dwelling-house & grist-mill, both on pretty extensive plans, & obliged personally to superintend the whole without doors by day, & to arrange my accounts by night; so that from early dawn to midnight I am engaged with my buildings or my farm. I had this season a wheat & rye harvest of 50 acres, and have 114 acres of land planted with Indian corn, and a stock of 150 head of cattle. I have laborers, 'tis true, but not one that can relieve me of my cares for a day. Add to this my official duties, & attendance on the business of the Purchase, this accounts for my writing so seldom to Jersey.

Perhaps, Sir, I am one of the most accommodating men in the world, when I conceive that I am played fair; but I will not say whether there be not too much of the phlegmatic in my constitution when I imagine myself a little run. I believe a man more wise who is more flexible—he certainly can wreath [writhe? L.C.D.] himself into forms and shapes that will round off many of the sharp corners of human nature, and slide him with much greater facility, along the shagged [rugged? D.] path of life.

[Miller, *Cincinnati's Beginnings*, 230-233]

I know, not, sir, what has led you into the smallest suspicion that I intended, wantonly, to give you trouble, respecting the balance of land due you, over and above the sixty-odd thousand acres deeded to you in the military range. If I have not been so explicit in treating on that subject as you wished me to be, my reserve was only owing to what I thought I discovered of your inclinations to subject me to embarrassment on the score of the indents arrear. You know, sir, that, in the first instance, I, only, am responsible for the indents to the original owners of the certificates advanced to me. Doctor Burnet and some others

LETTERS FROM JOHN CLEVES SYMMES

writing to me that you declined settling with them their indents arrear alarmed me much, and led me into the contemplation of your own doctrine, which I think orthodox, that of sequestration, when justice is withheld or denied. Discharge, sir, the indents arrear when we settled, and you will find me not only just in all our concerns, but liberal. However, we may, of late, have disagreeably bickered and altercated on some subjects, I assure you, sir, that I am and have always been very sensible of the services you have done me in the course of your agency, and shall ever retain a grateful remembrance thereof, but, at the same time, must observe that your attention to my business has affected you as virtue does her votaries, it has richly rewarded while practised.

Your views respecting your Mill Creek lands, Mr. Halsey's section, and Col. Gibson's business I shall attend to with pleasure. As we hear nothing of Mr. Ludlow being on his way hither, perhaps we may drive a contract respecting the balance of the land to which you have claim out of the military range. After receiving title for all your sections and fractions near the mouth of Mill Creek, according to your own proposals, and deducting the balance of Mr. Halsey's warrant, and liquidating every claim, what price per acre shall I pay you, sir, for the balance of the land that may yet be due to you? As there may, perhaps, be some difficulty in locating this balance so as to give complete satisfaction on both sides, the more amicable way, in my opinion, will be to commute this business with money. Eight of my sections in the military range I have sold, and shall be loth to clip the fourth range, as many of the sections in that lower tier are already located entire by others, and the lands contended for with Mr. Boudinot lie here. If you will, therefore, set a moderate value on the land,

THE SYMMES CORRESPONDENCE

such as we may agree on, taking into view the very easy price it comes at to you, and also the fact which you suggest, that all the most valuable sections have been long since sold and located, I will direct Judge Morris to discharge the amount of the purchase money immediately. I trust I can receive your answer to this proposal before Mr. Ludlow's arrival.²⁴⁸ Col. Gibson and Capt. Harrison say they will take the half section between them at your price, and send you a draft for the money as soon as Major Swan, the paymaster returns from Kentucky.²⁴⁹ I have shown your order to Major Gano, he has promised to call on me with the warrants, when they shall be instantly recorded and the deeds made out. On my return to the office, I will also complete your deeds for Mr. Halsey's section, as well as Mr. Carpenter's, and enclose them as you request.

If Mr. Denman and Stanbery have ever settled with me for indents, they surely can produce my receipts. I only remember Doctor Stanbery's paying me a small sum. If writing to them be useless, the matter must rest 'till I come to Jersey, when I shall endeavor all I can to effect their settlement.

We have a fine estate, and at this time, when lands are so high with you, it must be a very valuable one, on Flat Brook, in Sussex county. It will not be disagreeable to me to attempt an exchange with you of all my interest in Jersey for all your interest in the Miami country, stating at a reasonable value the property on both sides, and in whose favor soever a balance may fall, let it be adjusted with money.²⁵⁰ Think of this, sir, and if it be not too much trouble, ride and view the several farms. They are only sixteen miles from Sussex court house, and it will be a pleas-

²⁴⁸ The offers contained in this and the preceding letters seem to have restored the former good feeling between Judge Symmes and Dayton. *Post*, p. 277.

²⁴⁹ *Post*, p. 183.

²⁵⁰ *Post*, pp. 276-277.

LETTERS FROM JOHN CLEVES SYMMES

ant excursion for you to make with the gentlemen of the law who attend the court in Sussex next November. Messrs. Holmes and Pemberton, merchants in Newtown, are our agents in that county. These gentlemen will furnish you with a list of all our possessions in that quarter.²⁵¹

I shall be happy to receive your communications of a plan of future payments to be made to Government, and will thank you for your opinion whether my presence in Philadelphia next winter will be necessary, or whether the means of payment only will be wanted.

I have the honor to be, most respectfully, sir, your obedient, very humble servant,

[addressed:]

John C. Symmes.

Hon. Jonathan Dayton,
Elizabethtown, New Jersey

JOHN CLEVES SYMMES TO JONATHAN DAYTON

[*Draper Mss.* 3WW, no. 65]

Cincinnati, Sept^r 6, 1796.

[Col. Th. Gibson & Capt. W. H. Harrison transmit a draught for \$450 each—for a half section, &c.]²⁵²— No news— I suppose you know that Detroit is ours: It was rather ungraciously delivered— Col. England discovered some impatience on the occasion.

JOHN CLEVES SYMMES TO JONATHAN DAYTON

[*New York Hist. Society Mss.*]

Cincinnati the 13th of Feby 1800.

Dear Sir,

Relying on your promise to write me frequently, I have been flattering myself with the receipt of a letter from

²⁵¹ *Post*, p. 297.

²⁵² *Ante*, p. 182.

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you for several mails back. Still and still I am disappointed, the post boy crosses the Ohio every Monday morning but brings no letter from you. You will please to correct this.

I suppose that something will be said during the present sessions of Congress with respect to the College Township in this purchase. In this affair Sir, I beg leave to appeal to you. You are fully acquainted with every circumstance.

You know Sir, that no township at all was allowed me in the contract of 1788, how then was it possible that I could foresee that in the Spring of 1792 Congress would by law allow one to us.²⁵³ I could not imagine any such event, and of course suffered purchasers to lay their warrants any where through-out the purchase, the reserved Townships excepted. You yourself located the last 1/2 Section that was remaining unlocated in the 3rd Town^p 1st entire Range, which is the township the governor and others of my adversaries are aiming to recover to the ruin not only of myself but fifty others who have made large and valuable improvements thereon. In order to furnish themselves with a handle and give stronger colouring to their pretended right to the said third Township, they have obtained a reso-

²⁵³ In the first proposed contract, the Treasury Board reserved a township, to be located opposite the mouth of the Licking, for the support of a college. The contract of October 15, 1788, omitted this condition, but it was renewed in the act of 1792, and the patent of 1794 specified that the college township should be located with the approval of the governor. In 1799 Judge Symmes offered the second township of the second fractional range, the only entire one, he claimed, that was left. This was the reserved township, *ante*, p. 39 (note 27), but Symmes declared that none of the twenty-four shares had been paid for. Other evidence shows that this statement was at least questionable, and even at this time Boudinot was suing for the confirmation of his claims. St. Clair rejected the township, and Judge Symmes offered it successively to the Territorial Legislature and to Congress, in fulfillment of his obligation. In both instances it was refused. *Memorial of John Cleves Symmes to Congress*, January 30, 1802, *Quarterly*, Ohio Hist. and Phil. Society, IV, 6-9.

LETTERS FROM JOHN CLEVES SYMMES

lution from our Council and Assembly instructing Capt. Harrison to use his endeavors to obtain a grant from Congress for the Reserved Sections in the said 3rd township under the specious pretext that the reserved Sections in that 3rd township are all the lands left by me undisposed of, which Congress intended as the College Township—this they consider as very artfully done, for if Congress comply therewith they think it will amount to full evidence against me that Congress expressly intended that Township for the use of a College and that township only; and what my enemies principally have in view is to compel me to pay from five to ten dollars per acre for every improved plantation in that 3rd township and almost the whole is improved, and a great part very highly so with good houses, Mills and Meadows; can any human Measure be more unjust & wicked?²⁵⁴

The assembly have instructed Capt. Harrison to do his endeavor to obtain a township for a college below the great Miami—to this I have no objection—but my wish nevertheless is that Congress would say explicitly that we shall accept of the second township in the second fractional Range, as this was the only township that came within the patent wherein there were no material sales that I did not buy in—and no sort of improvement whatever—and in

²⁵⁴ In his opening message, September 25, 1799, Governor St. Clair called the attention of the Territorial Legislature to the college township. Subsequently the Legislature asked William Henry Harrison, the territorial delegate, to secure an act of Congress, setting aside sections 8, 11, 16, 26, and 29 in the third township, east of the Miami, of the first entire range. The township was to be completed by thirty-one additional sections from the public lands west of the Miami. *Journal of Representatives, Northwest Territory*, 1799, pp. 25, 183-184, 200; *Journal of Legislative Council, Ibid.* p. 92. But even this fair arrangement, by which he was merely asked to give up sections that had been expressly reserved by Congress, did not suit Judge Symmes. The probable truth was that he had carelessly sold land in the reserved sections. The incident greatly increased his hatred of Governor St. Clair. *Ante*, p. 147 (note 201), p. 148 (note 203).

THE SYMMES CORRESPONDENCE

fact, situate as it is in the neighborhood of Cincinnati it is really worth more and will answer better for the purpose of an academy than any Square township whatever that lies west of the great Miami River.

But if Congress do not think proper to say that we shall have this or none, then I am willing to pay Congress any reasonable price which they shall think proper to affix to the 2nd Township 2nd fractional Range, but for gods sake do not give my enemies any advantage of me by authorising a prosecution against me for selling the township which they covet, and which since the passing of the act of Congress giving a township for the use of a College has not been in my power to furnish to the people who now clamour for it.²⁵⁵

You would have heard from me on this subject months ago—but until yesterday I could never get a sight of the resolutions and find them more unfriendly in their tenor towards me than I had been informed they were— I beg my dear Sir that you will disclose the contents of this letter to some of your friends in the house of Representatives, whom you have reason to believe are friendly disposed towards me—or at least are without their prejudices to my disadvantage.

I am certain you cannot be a stranger to the Minutia of this concern.— It is of the highest moment to me, and I beg leave to rely on your uprightness to ward off the injury

²⁵⁵ The only immediate effect of the resolution by the Territorial Legislature was the appointment of a committee to inquire into the general condition of the various reservations in the Miami Purchase. Finally Congress passed an act, March 3, 1803, which delegated to the Ohio Legislature the location of the college township. The act relieved Judge Symmes from all obligations in the matter, provided he paid \$15,360.00, with interest from the patent of 1794. The township was finally located west of the Miami, and became the foundation of Miami University. *Annals of Congress*, 10, 836-837; 12, 1590; Burnet, *Notes*, p. 431.

LETTERS FROM JOHN CLEVES SYMMES

meditated against me by those in this Country who have never contributed a straw towards establishing the settlements in the Counties or giving a value to the lands. I shall not write to Capt. Harrison on this subject as he may feel himself in a delicate situation from the tenor of the resolutions alluded to which I understand have been forwarded to him.

Nothing has yet reached us of what the disposition of Congress may be towards the Miami claim to land beyond the patent, save a whisper that the Committee of the house has dropped a few favorable sentiments— May this leaven, leaven the whole lump, Amen.²⁵⁶

Mr. John Smith informed me last week that Perez had sent a man down to him to enquire whether he had understood that I contemplated an attack upon him (Perez) for more money for his land, than he had paid to you.— Mr. Smith answered in the affirmative; on which the messenger informed him that Perez was very uneasy as he had heard that I intended to try to make him pay more for his land—the winter still continues severe—when it breaks I intend to call on Perez for an explanation & further satisfaction, and shall insist on more money.

Before this reaches you the fate of our Military Speculations will be fixed. Shall I beg the favor of you to enclose to me a full map of the District with the names of those who have been most fortunate, especially pointing out those quarter townships that are drawn by me.²⁵⁷

²⁵⁶ This act, which was finally approved March 3, 1801, ignored Judge Symmes' own claims to lands beyond the patent of 1794, and merely gave claimants under him, in Ludlow's survey, a prior right of purchase. *Annals of Congress*, 10, 1559-1563; *ante*, pp. 19-20.

²⁵⁷ The Ohio Military District, established in 1796 to satisfy the Revolutionary military land warrants, was situated in Eastern Ohio, between the Scioto and the Seven Ranges, and the Ohio Company grant and the line of the Treaty of Greenville. Judge Symmes held at least 36,000 acres

THE SYMMES CORRESPONDENCE

I mean to go out into the country in the Spring and begin a Settlement on some of my lands if I be so fortunate as to draw any that are worth improving at this period— These must be of the first quality or you cannot procure Settlers— ten years hence lands of second rate may be settled more rapidly than first rate can at present, in the wilderness State of the Military District.

I contemplate marching across the country by land— we have already a waggon Road to the Little Miami in the 7th Range and I believe it will not exceed 80 miles across from Little Miami to Scioto on a line from the 7th Range to the Military District, this 80 miles I mean to cut open for waggons as we move along, unless I find the intervening distance greater and more inaccessible than at present I apprehend.²⁵⁸— I believe I can pretty readily procure as many adventurers as I shall have occasion for. If you should have any business for me to do for you in that part of the territory, be pleased to command my services freely, and I shall serve you to the utmost of my ability with pleasure.

I have the honor to be with every mark of respect,
Sir Your devoted Servant

Gen^l Dayton

John C. Symmes.

of this land upon military land warrants. *J. C. Symmes to Mr. Short*, March 17, 1800, *Clarke Mss.* II, fo. 9, Ohio Hist. and Phil. Society; *Treat, National Land System*, pp. 240-241; *Annals of Congress*, 6, 2936-2937.

²⁵⁸ *Ante*, p. 84 (note 90).

LETTERS FROM JOHN CLEVES SYMMES

JOHN CLEVES SYMMES TO JONATHAN DAYTON

[*New York Public Library Mss. Emmet Collection, fo. 806.*]

Cincinnati, 5th March, 1804.

Dear Sir,

I have this day been honored by your two letters of the 15th and 22nd ultimo, and thank you for the enclosed papers.

The day before last Christmas John Mills made a sale of 270 acres more of my land & raised money therefrom sufficient to satisfy the balance of his judgment, principal, interest and cost, which was accordingly discharged in full by the Sheriff.

With regard to McCluers judgment, I am ignorant how that debt now stands, as the Sheriffs of Ross and Fairfield Counties have raised the most of that debt out of my military lands, but they have never made any returns to me how much they have raised, or whether all. I have not heard a word about McCluers demand since my return from Washington. My nephew informs me that in my absence about twelve thousand acres of my Scioto lands were sold at McCluers Suit. his judgment was about 3800 dollars, and 439 dollars of that debt had been raised in Hamilton before they resorted to the Military district.²⁵⁹

Enclosed I transmit you a letter for Mr. Denman which I beg Sir, you will seal and forward to him.

As you think I misunderstood your proposal about the thousand acre tract, I will say no more about it at present.

The Release of Mr. Denman of the mortgage I had given

²⁵⁹ These "Scioto" and "military" lands Judge Symmes had drawn in the Ohio Military District. *Ante*, p. 187 (note 257). This suit and the resulting seizures of property were typical of the losses Judge Symmes sustained from claimants to whom he had sold lands outside his patent. See especially *ante*, pp. 16-21.

THE SYMMES CORRESPONDENCE

him on the four thousand acres in which your one thousand lies, I put into your hands to read before we parted in the City of Washington and you was then satisfied as to that matter, which I suppose you have since forgotten. I have the honor to be respectfully

John C. Symmes

Gen^l Dayton

JOHN CLEVES SYMMES TO ELIAS BOUDINOT

[*New York Public Library Mss.*]

Northbend, May the 30th 1795.

Sir,

Last evening I was honored by the receipt of your letter of the 21st of March; that by Joel Williams I had received ten days before.

You observe Sir, that you "was in hopes that I would have accepted your offer" in order to complete a Settlement, If I understood your proposals when we were together at Philadelphia, they were these viz. instead of the land &c. that you should be made whole by me as to what your lands and claims at Miami had cost you, after deducting credits, so as to put you exactly in the same situation (all other Speculations apart) which you might have been in, though you had never advanced a shilling for Miami land, nor ever had a claim to a foot of the country. If this Sir, be what you meant by being made whole, I intended to signify an acceptance in my letter by Joel Williams in January last, and I again repeated to you my proposal to the same purpose in March last from Marietta, and actually remitted two thousand dollars by Abijah Hunt to my agent Judge Morris at Brunswick for the purpose of making my first advance to you, with succeeding rapid payments allowing interest on the whole from the first of November last, the time

LETTERS FROM JOHN CLEVES SYMMES

I signified that I would commence an interest to you of six per cent on the purchase money, always dropping a proportionate part of the interest at every payment in discharge of the principal—you Sir, must mean a different thing by *being made whole* or I do not see why our bargain is at a close. Surely it can be no difficult matter to ascertain how much you are out of pocket, and the rates of discount between the three kinds of paper Stock of the first of November last and Specie.²⁶⁰

Five Shillings Specie proc. per acre for Section land is what we liquidated principal and interest of paper at, including the three kinds of Stock, this was agreed to by your brother Elisha, M^r Peartree Smith, Col. Hedden, Doct. Burnet, Cabel Russell and several other gentlemen, from many of whom I purchased all their claims at Miami, this was the medium of discount the first of November last.

Such parts of your Section lands as you have sold, deduct from your general estimate acre for acre, and those you have parted with are a much better run of lands than are those you have retained. If receiving your own money again will make you Satisfaction, in lieu of the land state your account accurately, charge all monies paid, in whatever shape for Miami lands, and fairly credit all property received of every Species and for any purpose touching the Sale of any of your lands or claims at Miami. It is very

²⁶⁰ A few days before he received this letter, Boudinot concluded an agreement by which, in consideration of \$4,553.00 he admitted Cornelius R. Suidam (Sedam), and Abijah Hunt as partners in the twelve sections of land he still held in the Miami Purchase. Abijah Hunt, who was a well known merchant of Cincinnati, was to act as agent with a commission of 5% on all sales. Boudinot agreed also to give them a two-thirds interest in the three twenty-fourths of the reserved lands which he claimed, provided they paid a proportionate part of the \$5,708.00, with interest, which he estimated he was out of pocket for these claims. *Agreement between Elias Boudinot, Cornelius R. Suidam, and Abijah Hunt*, June 5, 1795, N. J. Historical Society Mss. Cornelius Sedam eventually came to Cincinnati, and settled at Sedamsville, the western limit of the city. *History of Cincinnati and Hamilton County*. (S. B. Nelson and Co. Cin. 1894), p. 399.

THE SYMMES CORRESPONDENCE

possible Sir, that there are some commissions in the Sketch of an account which I put into your hands. I then preserved a copy, but at our meeting last fall, making out a more perfect detail and full statement with Mess^{rs} Dayton, Cummins, Marsh, Burnet, Denman, Tuttle, Hedden and others of the Proprietors, the copy of my rough Statement to you was thrown aside & lost as an imperfect one.²⁶¹ I now enclose you Sir, a fair copy of the last account alluded to. I think that Mr. Marsh and Doc^t Burnet had also each of them a copy. Capt. Dayton informed me expressly that he had settled with you all indents due on the whole of your certificates. If there has been any omission or error in the calculations, Capt. Dayton will correct it with you and discharge the balance, as he has agreed with me to pay every person their indents arrear.

You will observe Sir, by the account transmitted that I have credited the twenty-four proprietors for all the lands sold as well before as after I left Jersey in 1758, the specie and certificate accounts being consolidated.

I exceedingly lament Sir, that you could not find it convenient to spare time from other avocations to have made an amicable settlement with me after I obtained the patent from government, that I might then have made out your deed or deeds to your satisfaction while we were together. however I will without delay proceed to make out your deeds for the Sections and your hundred acre lots near the city, for with respect to these, I never had the smallest difficulty on my mind. It is only with regard to the four proprieties that some explanation and settlement seems neces-

²⁶¹ Evidently Judges Symmes had been trying to buy up the interests of all the proprietors in the reserved lands. See especially *Jno. C. Symmes to Elias Boudinot*, October 22, 1794, *Robert Clarke Mss.* II, fo. 5, Ohio Hist. and Phil Society; *ante*, p. 39 (note 27). He had given Elias Boudinot a receipt in full for the £200 due on the reserved lands. *Records of Hamilton County*, B2, 109.

LETTERS FROM JOHN CLEVES SYMMES

sary. I shall lodge your deeds for Sections and 100 acre lots with your agent Mr Ludlow, yet if you understand my sense of the words *being made whole* and agreed thereto, you have only to make and duly execute a release or quitclaim to me for your lands, claims, & rights generally in the Miami purchase, with an accurate candid statement of the debts & credits touching your advances & claims, and transmit all to Mr. Ludlow with your instructions how & on what terms to deliver them to me, & I cannot at present see but that matters may be soon finally finished. Otherwise the Sections and 100 acre Lots will be deeded at present & the proprieties left open to further discussion charged to you at the stated balance of a propriety each, & your balance from me arrear shall be credited, if you will transmit to your agent the Statement.

I have the honor to be Sir, with due consideration

Your

Very humble Servant

[Addressed:]

John Cleves Symmes

Hon^{ble} Mr. Boudinot

Elizabethtown, New Jersey.

Mrs. General Wilkinson and Miss Mercer who are now on a visit to Mrs. Symmes, joins with Mrs. Symmes in presenting their best respects to M^{rs} Boudinot, to which I beg leave to add my own.

J. C. S.

JOHN CLEVES SYMMES TO ELIAS BOUDINOT

[*Penn. Hist. Society Mss.*]

Sir,

Phila. 14th February 1797.

In order to narrow down as much as possible the field of litigation previous to signing the bonds of reference, I have drawn a release for the contents of nine sections of land adjoining the reserved townships. They are the identi-

THE SYMMES CORRESPONDENCE

cal lands which you originally located before I went out to form settlements, and have been preserved for you ever since.²⁶²

Not being in possession of the extracts of the records and numbers of the sections and fractions and if I had been still the contents of each fraction has not been accurately ascertained, I have preferred this more certain mode of description, and as I still own the land on the east of yours, your eastern boundary may be drawn a little more east, or a little more west without interfering with any other purchases.

The reason why I have drawn a release or quit claim in preference to a deed in the form I generally make use of with covenants of title and general warranty; is, that as there is a considerable village laid out and settled on the land, under your permission and patronage as the people on the land suppose, in which they alternately occupy one ten acre lot and leave one for you, I could not undertake to indemnify you against the claims of those settlers who have been of so much use in protecting the country and giving value to the lands.

After perusing the enclosed and approving thereof, please to return it and I will sign it in due form and transmit it to you with the arbitration bond with my proposed amendments.

I am Sir Your
very humble Serv't.

John C. Symmes

[Addressed:]

Honble Elias Boudinot Esquire
corner of 9th and Arch Streets
Phila.

²⁶² This suit was doubtless the one brought by Boudinot in the U. S. District Court for Pennsylvania at Philadelphia, to compel Symmes to give a deed for the former's share in the reserved township. *Ante*, p. 184 (note 253). At its May term, 1802, the Court ordered Judge Symmes to execute the deed. Burnet, *Notes*, p. 494. Boudinot continued to have a great deal

LETTERS FROM JOHN CLEVES SYMMES

JOHN CLEVES SYMMES TO COLONEL JAMES HENRY

[*Penn. Hist. Society Mss.*]

Cincinnati August the 15th 1806.

*Dear Brother Colonel,*²⁶³

The affair between Philip Stocktons executors and myself is at length compromised. I have delivered to Mr. Schenck & Burnet deeds for one section and three fourths of a section, and have entered another quarter of a section at the land office for them and made the first payment thereon, for which they are to have a deed from the United States as soon as it can be procured by the final Certificate which I shall procure out of the Registers office. In the mean time they are to discontinue the suit and pay all legal costs thereon from its commencement to the discharge of the suit. The land warrants are to be given up to you or my attorney, or to me. Thus ends a contention which would never have existed if Elias Boudinot had been an honest man.²⁶⁴

When and why this world was made for villains, I'm weary with conjectures. We have had an extreme drouth here this summer. [Ms destroyed] first that I have ever known in this part of the world that proved [Ms destroyed] to grass and Indian corn—we have generally lost half of our [Ms destroyed] of Indian corn irrecoverably [Ms destroyed] our wheat was pretty [Ms destroyed] general, tho' the army worm hurt the wheat in some places by eating off the blades or leaf of the wheat while green. The same

of controversy with Judge Symmes over his lands in Ohio, and Judge Jacob Burnet, as his agent, appears to have enforced his rights. See *Correspondence* between *Jacob Burnet and Elias Boudinot*, July 15, 1798, to December 19, 1817. N. Y. Historical Society.

²⁶³ Colonel James Henry was a brother of Judge Symmes' second wife, Mrs. Mary Halsey, who died before he left New Jersey. *Proceedings*, N. J. Historical Society, 2d. Series, V, 23. ²⁶⁴ *Ante*, pp. 190-193.

THE SYMMES CORRESPONDENCE

worm destroyed almost all the hay or rather meadows in the country, and did great injury to our fields of oats, and the drought following so quick after the worm, every green thing perished in many places, and even the trees and weeds in many places died for want of drink, but thank God, the spell is now broke and we had three very fine rains last week.

The family of Mr. Short were all well last week as I was informed by one of Mr. Shorts clerks who was over here. Jane Livingston is to be married to Joseph Delaplane in the month of October next, after which Mr. Delaplane and his wife with his wifes aunt are to set off for New York. We all enjoy remarkable health here except Celadon who appears to have been declining for two years last past, he hurt himself in the harvest field by worrying himself too much in excessive heat, for my part I am as hearty as I was twenty years ago. I can work at farming work from the dawn of day til dark, altho I was 64 years old the 21st day of last month. I can do this not only one day in a week, but have done it week in and week out through the whole season.

Please give my best respects to Mrs. Henry, and to your children, and remember me to all my good friends, while I remain with much regard dear Sir,

Your most obedient

[Addressed:]

John Cleves Symmes

Colonel James Henry

Lammerton

New Germantown

New Jersey



Iona Dayton

From Rosenthal's etching of the St. Mémin portrait, in the New Jersey Historical Society.

PART II

LETTERS FROM JONATHAN DAYTON ¹ TO
JOHN CLEVES SYMMES

(COPIES)

JONATHAN DAYTON TO JOHN CLEVES SYMMES

New York September 12th 1788

Dear Sir,

I received last week by post your letter of the 12th dated at Pittsburgh.² Since my last to you your whole contract & project for the purchase & settlement of western lands, has been on the point of being annihilated. On the 18th of August a motion was made in Congress by M^r Williamson

¹ Jonathan Dayton, born Elizabethtown, N. J. 1760, and died 1824, graduated from Princeton and studied law. Later his alma mater conferred the degree of L.L.D. upon him. His record in the Revolutionary army was a highly creditable one. Politically too his standing was high. In 1787 he was a member of the Constitutional Convention, and in 1790 he served as speaker of the New Jersey Lower House. 1791-1799, Dayton represented New Jersey in Congress, and 1795-1799, he was speaker. 1799-1805, he was in the Senate, and President Adams made him brigadier general. 'By his influence with the Revolutionary veterans and also with Congress, Jonathan Dayton was able to render invaluable aid to Judge Symmes. He was personally greatly interested in Western lands, notably as one of the proprietors of the reserved lands, and later as an original proprietor of Dayton. In 1805 Jonathan Dayton was in the West, doubtless to look after his various landholdings. He was arrested as an accomplice of Aaron Burr, but was never tried. Appleton's *Cyclopedia of American Biography*, II, 113; Steele, *Early Dayton*, pp. 20, 21, 63; Clayton, *History of Union and Middlesex Counties, New Jersey*, p. 96; *Jonathan Dayton to John C. Symmes*, October 21, 1805, Ohio Hist. and Phil. Society.

² This letter is in answer to the one from Symmes of August 21, 1788, *Ante*, pp. 35-44. Symmes' answer is found, *ante*, pp. 48-53.

THE SYMMES CORRESPONDENCE

in the words following viz. "Resolved that the several acts of Congress of October 2nd 22nd & 23rd 1787 whereby the board of Treasury are authorised to contract &c." ³

I called upon the Committee with M^r Marsh & M^r Boudinot just as they were meeting to draft their report which would have been (if approved in Congress, which I very much apprehended) fatal to your purchase.⁴ I stated to them that it was not your intention to settle but upon the limits prescribed by the Board for one million—that instead of barely depositing 72,000 Dollars as the Board in their report had loosely expressed it, you had regularly paid in Certificates & military rights to the whole amount of the first payment for that quantity & that the ignorance of both parties with respect to the course of the rivers bounding your purchase had been the reason of your declining to agree to any precise limits before that necessary information could be obtained.⁵ We acquainted them in short that we considered & held the United States firmly bound by the contract & that their receipt of the first payment on acct of it was sufficient evidence. The Committee after consulting with the board, informed us that even if the first payment had been made for a million, your proposed contract was for two—that altho' in the course of making your payments, you had withdrawn your proposals for two &

³ In substance this resolution repealed the acts authorizing the Treasury Board to contract with individuals or companies for the sale of Western lands. But contracts which the Board had already entered upon were excepted. Copy of *Resolution*, in Collection of Peter G. Thomson.

⁴ This first draft of the report reflected in marked fashion the antagonism that Symmes had aroused by his hasty departure for the Miami country, before the terms of his contract had been finally agreed upon. The report held that the Miami grant was invalid, since Judge Symmes had deposited barely \$72,000.00, and had then gone West without waiting for a final agreement. *Minute of Committee*, in Collection of Peter G. Thomson, *ante*, pp. 31-32; *post*, p. 212.

⁵ Judge Symmes had paid a total of \$83,333.30 in U. S. certificates and military warrants. *Ante*, p. 32 (note 13).

LETTERS FROM JONATHAN DAYTON

given in others for one million, yet the Board disliking the Boundaries prescribed for the smaller quantity, had not closed with them, but had proposed in their turn what they thought, reasonable limits which you had not signified your acceptance of— That therefore in strict or legal construction they considered Congress as absolved from every engagement with you, but they would nevertheless agree, if we would come forward & subscribe to the limits offered by the Board in their letter to you of the 16th of June,⁶ to wave their report to Congress, & stay further proceeding until we had concluded it. Thus circumstanced a choice was hardly left us & we agreed to close with & subscribe to, their proposals as soon as the writings could be prepared. Since that time, the Board has started another objection which I believe neither you or we had apprehended or foreseen— They say that a late letter of the Geographer to them, states that there are but about three millions of Acres in the New England purchase, if so, that the sum deposited by you is but half the amount of the first payment for a million⁷— Altho I referred them to the Map & pointed out the New England tract thereon as delineated & painted by Hutchins himself,⁸ & proved to them by measurement that it was six times as large as the million bounding upon it which was reserved for the army, they notwithstanding, refuse to execute the writings until the sense of Congress shall be had. I know not what will be the event of the business, but I trust the objection is too ill founded & unreasonable to

⁶ *Ante*, pp. 31-32.

⁷ The contract with the Ohio Company included 5,000,000 acres for the company and 1,500,000 for the Scioto Company, a total of 6,500,000 acres. If the Geographer's estimate of only 3,000,000 acres in the tract had been correct, the price to the Ohio Company would have virtually been doubled. As Symmes was to have the same terms, this would have doubled the price to him. Treat, *National Land System*, pp. 51, 57.

⁸ Thomas Hutchins, as geographer for the United States, ran the famous Geographer's Line of 1785, the basic survey for the Ohio Company. Randall and Ryan, *History of Ohio*, II, 419-421.

THE SYMMES CORRESPONDENCE

meet with the approbation of that body. Before the departure of the next Pittsburgh post, I trust, it will be decided, when you shall hear from me again. Your letter of agency⁹ arrived at a lucky instant to enable us to prevent measures being taken to declare that no contract existed with you on the part of the union, which would have been followed by orders to the Governor to prohibit any settlement upon any other than the New England lands. It was by no means my wish to have my name inserted in your letter of agency but since it is there, I shall endeavour to conduct the business entrusted to the best possible advantage of yourself & the others concerned. We have already in the commencement of it's prosecution met with numerous embarrassments, we hope they will not continue, if they should we shall take the best measures to face & overcome them.

Sept^r 12th

This morning M^r Marsh came over agreeably to my appointment to execute & subscribe to, the contract we had drawn up— The Board receded from the objection as to quantity mentioned on the other side but raised a new difficulty as to our power of Attorney which they said was very imperfect & insufficient— It recites in it's beginning that a contract, had been entered into between you & the Board & refers to that written agreement, which the board says never had existence. They say it is true Congress authorised them to contract with you for two millions on certain terms, but that you never came forward & contracted— They say also that you proposed to purchase instead thereof but one million with certain boundaries, to which they disagreed— that they in their turn offered to sell you a million with other boundaries which you by letter declined. From all this they infer that there is not only no written [Ms uncertain] you express but not even a verbal contract between

⁹ *Ante*, p. 38 (note 25).

LETTERS FROM JONATHAN DAYTON

you & also that there never has been either.¹⁰ They add that all the powers you have vested us with, refer to & are founded upon this supposed contract which, you suggest, actually exists between you & them & which they know nothing about & consequently cannot acknowledge. They have even gone to the expence of employing & consulting Council on the occasion, by whom, our power is declared to be altogether defective. They offered to contract with us for the land in our own names & right which we have refused—& they have at length consented to accept our signatures as Agents for you upon our agreeing to annex a proviso that we will procure from you a more ample & sufficient power of Attorney, or failing to do *that*, that we will, individually & in our proper characters, consider & acknowledge ourselves bound to perform the conditions & stipulations.¹¹ It will be necessary or at least desirable that you make out this power immediately, acknowledge it before one of the other two Judges of the Western territory & forward it by the first opportunity. As soon as this business is completed on our part, M^r Boudinot &c. mean to agree for the million on the little Miami, which they propose to divide into forty shares and have promised me that you may take what number of them you think proper.¹² All are to come in by their plan on equal terms,—they do not seem disposed to promise a preference in favor of Capt. Stites but say they will leave the consideration of his case to the whole of the associates.

The contracts of Morgan & Flint & Parker are destroyed,

¹⁰ *Ante*, pp. 29-30, 33.

¹¹ *Ante*, pp. 40, 48, 49. Under the contract of October 15, 1788, Judge Symmes was to give Jonathan Dayton and Daniel Marsh sufficient powers of attorney to execute the contract. If he failed to do so, Dayton and Marsh were to receive and carry out the contract as principals. *Contract of October 15, 1788, Hamilton County Records, V 2, 55-59.*

¹² This reference is to the East Jersey Company, *ante*, p. 26 (note 4).

THE SYMMES CORRESPONDENCE

& the rise of Certificates makes the people here less eager to engage in land speculations than when you left us— I enclose you a copy of the letter of agency & of your acct as you requested. You may remember M^r Boudinot's giving you credit for 1033⁴⁴ of the loans he had made you upon your engaging to give me up a Certain Certificate lodged by you in the treasury for that amount, which you told me you were not able to get as it had been cancelled. I have called upon M^r Boudinot since for those I lodged with him on acct of it & he tells me I must first procure your signature to the inclosed in order to annul the rec^t he gave you expecting you would restore me that Certificate—¹³ Be so good as to sign & send it by the first conveyance. On account of some errors & erasures in the writings & for the sake of inserting the proviso we are obliged to draw them all over again which will delay their execution until next week.

As to your complaint of want of assistance on the part of the proprietors of the reserved township, I shall not of myself undertake to determine whether it be well or ill founded, but as they proposed to have a meeting shortly I shall take that opportunity of laying it before them.

With regard to the four sections adjoining to the town & upon the Ohio which I engaged, I will esteem it a favor, if you will direct the surveyor to delineate them on paper, as well their situation & the fractional parts between them & the river as their true quality— This he can do so soon as you have laid out the town & I will cheerfully pay any extra expence that may attend it— When done he will make me out an extra copy & I will thank you to forward it with^t delay. Besides the above sections I have in military rights about 8000 Acres, but I shall leave it to M^r Denman

¹³ *Ante*, p. 48.

LETTERS FROM JONATHAN DAYTON

who has proposed to unite our rights, to locate where he pleases—

Your acc^{ts} & indeed all those of an official nature which we have received of the disposition of the Indians in your quarter, are very unfavorable. I have never been very sanguine in my expectation of entering into a treaty with those people which would have permanence. My only hope was that by fair words & presents they might be induced & inclined to a two or three years peace, by which time you would be enabled not only to make head against, but if they should prove hostile, utterly to exterminate them. I would not however be understood to mean that I think it would be just to war with them as soon as you have the ability— The law of right & wrong is an universal law & has it's influence amongst the most savage as well as the most polished nations.— I hold it unjust to take possession of & settle upon their lands before you have fairly made a purchase, & very highly so to attack to punish & destroy them unless driven to it by their unprovoked aggressions.

We this day passed the ordinance for organizing the new government— The meeting of the new Congress is directed to be on the first Wednesday in March next in this city—

There is a dearth of news among us at present, when I write again I may probably have some to give you—

I must request you to write to me by every opportunity & to believe that I am with great sincerity

Your friend & serv^t

J. D—

THE SYMMES CORRESPONDENCE

JONATHAN DAYTON TO JOHN CLEVES SYMMES

New York—October 22nd 1788

Dear Sir,

After long altercation & many difficulties & disputes with the board of Treasury altogether unexpected & unforeseen by us, we have at length mutually entered into & executed an instrument of writing closing with & binding, the contract for your purchase on the Miami— This did not take place finally until the 15th Inst^t— The general boundary is the same as mentioned by the board in their last letter to you, but other parts of the contract are more favorable, than you had stipulated for inasmuch as it expresses that the lands to be conveyed to you in consequence of the first & second payments shall lye along the whole breadth of the tract (viz. 20 miles) on the Ohio & thence so far up the Great Miami and the opposite parallel northeastern line as will include the quantities to be conveyed, (the different locations to be made compactedly & as nearly square as may be.)¹⁴ This point, important to the settlement, we obtained by dint of perseverance the board continually insisting that they had agreed with you that your first & second locations should be laid along the great Miami, occupying a comparatively small front on the Ohio, & running the whole depth & to the extreme interior part, of the purchase—

As it seemed to be most agreeable to you, I have so managed the business relative to the application of the East Jersey company for the purchase of the little Miami tract, as that all progress therein will be suspended until I can hear more particularly from you or some other applicant for the same land should appear, which however I do not think

¹⁴ This important contract was signed by Jonathan Dayton and Daniel Marsh as agents for Judge Symmes. For details see *ante*, p. 49 (note 46).

This Indenture of Three Parts Made the Fourth day of July 1791

Between

John Adams

and

Thomas Jefferson

and

James Madison

Witnesseth

That

the said

John Adams

do hereby

grant unto

the said

Thomas Jefferson

and

James Madison

the sum

of

one

hundred

and

thirty

thousand

dollars

and

no

more

for

the

purchase

of

the

land

called

the

land

called

the

Between

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Grant of Miami Purchase to John Cleves Symmes (original parchment), from the Board of Treasury, October 15, 1788. Collection of the Historical and Philosophical Society of Ohio.

LETTERS FROM JONATHAN DAYTON

likely to happen; but if it should, the Board have promised that they shall have preference in consequence of priority of application.¹⁵ It behooves us at this time most especially, while the public securities are yet low, to be diligent in our exertions to prepare for the second payment—that being made, & our deed obtained, we need feel very little concern as to the residue, since nobody would chuse to purchase in our rear, cut off & thrown at a distance, as they would be, by our settlement, from the immediate navigation of the Ohio— As a foundation to proceed upon in endeavouring to gain associates & as an inducement for the people of this country to become so, it is proper & indeed necessary that we should have certain communications from you upon the spot, such as a plat or map as particular & exact as time, season & circumstances will admit, together with a general description of it's soil, face &c, drawn from direct observation. The strokes lately given by the savages to two or three of your parties however inconsiderable in themselves will nevertheless serve to damp the spirit of emigration beyond the Ohio, & there is reason to apprehend from the unfriendly aspect & disposition which some of the neighboring tribes seem to bear towards you, that their enmity may too soon break out into action & not only check the sales of shares in the first instance here, but (what is of much more consequence) retard or prevent a quiet lodgment there.

We are likely to be very much embarrassed for want of a list of the Proprietors of the certificates lodged by you, to direct us in the issue of the Indents— I must intreat you to send it to me without delay & direct where it may be found, as it does not appear to be in the treasury where you acquainted me you supposed you had left it—

¹⁵ *Ante*, p. 26 (note 4).

THE SYMMES CORRESPONDENCE

Major Platt has this day given me notice that he holds your order for about 3000 Dollars Indents, which I shall discharge next week when we draw them.¹⁶

I wish to know what encouragem^t you meet with from the people of Kentucke, & whether they are disposed to become purchasers & settlers with you— They are the kind of men whom, most of all, you need, hardy, enterprizing & accustomed to the Indian operation & warfare.¹⁷

The federal year is so near it's expiration, that we now no longer make a house, altho' a few weeks ago, the representation was more compleat than had been known before since 1776—

It is to me very doubtful whether we shall have nine states on the floor again between this & the meeting of the new Congress, however much the situation of our affairs in the west or the turn & state of European politics may require it—¹⁸

The people in their rage for the new constitution, seem to act as if the whole business of the union, nay every thing besides should give way to, or stand still until, it's operation, and they many of them really think, that with a kind of *magic process* it will, at the instant of it's commencement rid us of all our embarrassments, & make our circumstances flourishing— Altho' strongly prepossessed & very partial in favor of that system, (especially when compared with the present) I cannot nevertheless go all lengths with such enthusiasts — *Time* & a variety & succession of political indiscretions have brought upon us the calamities we are experiencing, and nothing but *time* & a series of wise, prudential management and political economy will extricate us from them—

¹⁶ *Ante*, p. 52.

¹⁷ *Ante*, pp. 45, 70-72.

¹⁸ This and the following comment on current politics is of special interest, as Jonathan Dayton was a member of the Constitutional Convention.

LETTERS FROM JONATHAN DAYTON

In order to counterbalance the evil predictions of it's enemies. the favourers of the new government have been lead to utter prophecies with regard to it as extravagant on the other hand; *the many* have given into the belief & suffered their expectations to be unreasonably raised, expectations not to be gratified, & which in the event of their disappointment will probably furnish the first ground of discontent & give a new opening for antifederalism under more favorable auspices than heretofore to revive it's attacks. Sincerely do I pray, my friend, that my apprehensions may prove to be ill founded seriously do I wish that the hopes of the most sanguine may be answered but well I know that the success of an experiment like this is too apt to depend upon the impressions which it makes at it's outset & neither you nor I can undertake to say that this is not one of the last tryals to be afforded to this or any other country, whether the people have ability to govern themselves or must in all cases submit to receive a master of their own or others chusing—

Yours &c
J. D—

JONATHAN DAYTON TO JOHN CLEVES SYMMES

Elizth Town December 15th 88

Dear Sir,

I received by Matth^s Denman your letter of the 12th of October dated at Limestone.¹⁹ The accounts which you give & those who have returned from you confirm, of the goodness of the whole country, but more especially of your purchase, are truly flattering. A successful termination of

¹⁹ *Ante*, pp. 44-47.

THE SYMMES CORRESPONDENCE

the Indian treaty²⁰ which we are very lately informed, bears a more favorable aspect than heretofore, seems now to be almost the only thing wanted to make your settlement the most flourishing upon the Ohio, & the seat of western government— I wait with anxiety to hear the result of it, knowing well that in case of failure, the other alternative is war. Before your letter came to hand, a sufficient number of military rights had been lodged to make up the proportion of the two first payments— The injunction upon us contained therein to receive no more, shall be attended to, if you wish it, as to all the remaining payments & I shall continue to refuse them until I hear otherwise from you.²¹

Doct^r Downer who became a purchaser with you, called upon me as he returned to Boston— He seems to be under no apprehension about the success of the association with which he is connected in Massachusetts more especially when he makes report to them of what he has seen & done with you. He suggested one & but one objection which could be raised by those concerned with him & which he thought I could remove—this was, the giving the certificates out of their hands in payment for lands before you had a deed or could give them a title— To remedy this, he proposed that we should agree upon some man in New York with whom he would lodge the Certificates at the times fixed by you under a condition that they should only be taken & applied when we were prepared with the residue to make the second payment & not to be in his own power to draw them back unless we make a failure. Let me

²⁰ Parleys were being carried on at this time that led to the Indian Treaty signed at Fort Harmar, January 9, 1789. *Am. State Papers, Indian Affairs*, I, 6-7.

²¹ For this and the following paragraphs, see *ante*, p. 45 (note 38). Only one-seventh of the purchase money was payable in military warrants. *Ante*, p. 32 (note 13); p. 49 (note 46).

LETTERS FROM JONATHAN DAYTON

know, if you *please*, immediately what answer M^r Marsh & myself ought to give to this proposition. The proprietors of the shares in the reserved township, after having made two unsuccessful attempts to convene, have appointed to meet at this place tomorrow afternoon.²² I have reason to believe from the disposition which those of them I have conversed with, evidence, that they will enter into certain regulations & make provisions which will be satisfactory to you to promote the prosperity of the city & township & thereby to advance the common interest of the concerned—If the man who is to take this letter to you, should wait until Wednesday I would let you know the result, but he proposes to go this afternoon, & it cannot therefore be done sooner than by the mail which goes to Pittsburgh next week.

I have applied to Gen^l Knox & he has promised to order a detachment to Miami of not less than a subaltern's command.

As soon as you shall have determined upon the place & fixed upon the lines of your town, I will thank you to have my four sections adjoining with the fractional parts between them & the Ohio run out, & a small plat made of them together with the quantity of acres and enclose them to me by a safe conveyance—the expence attending it I will willingly pay. Should M^r Ludlow continue with you, I should give him the preference to do it & should wish that the qualities of each section & fraction should be expressed, so that it may be known how high the hills are there, how closely they bind upon the river, how much bottom lands they afford me & whether & at what times the bottoms are overflowed.

I enclose a paper of instruction addressed to you by cer-

²² Such delays readily account for the difficulties Judge Symmes encountered in administering the Miami Purchase. *Ante*, pp. 43, 109-111.

THE SYMMES CORRESPONDENCE

tain of the proprietors some time since which I had mislaid ²³— I found & shewed it to them again & they have again requested me to forward it to you.

There is a kind of stillness in politics at present among us—whether it is the presage of more favorable or stormy times a few months will decide.

I am now much hurried, my next shall be longer—

Yours &c

Benjⁿ Stibbins who goes to settle on your tract will deliver you this. Capt. Ogden & myself mean to present him with between one and two hundred acres of our military land as soon as we can fix upon our spot; as this cannot yet be done, I will thank you to settle him upon one of my sections on such terms as may be advantageous to him & profitable to me.

I have written you three letters since you acknowledged the receipt of one— They contained the heads of our contract with the board and I hope you have rec^d some or all of them before this time.

J. Dayton

JONATHAN DAYTON TO JOHN CLEVES SYMMES

New York February 2nd 1789

Dear Sir,

I have received your letter of the 25th November dated at Limestone & forwarded by Capt. Beatty.²⁴ The remarks made by you relative to the contract entered into on your

²³ This instruction directed Symmes to hold all the reserved lands between the proposed town, and the Miami and the Ohio for the use of the proprietors in common. Also, he was to appropriate at least two of the ten acre lots, and as many more as possible, to the use of each owner of a square in the town. This instruction was signed by only a part of the proprietors, including Elias Boudinot, M. Ogden, D. Marsh, Elisha Boudinot, J. N. Cumming, Wm. Burnet, Silas Condict. *Collection of Peter G. Thomson.* Compare these instructions with *ante*, pp. 64, 68-69, 108.

²⁴ *Ante*, pp. 48-53.

LETTERS FROM JONATHAN DAYTON

behalf with the board of Treasury by M^r Marsh & myself cannot be better answered than by sending you an exact transcript of the instrument itself, which, whether it be better or worse, was the best we were enabled to obtain (aided too by M^r Boudinot) at the expence of much trouble and difficulty & at the risk of losing all. I had proposed to have sent you the copy above ment^d by this post, but the unusual severity of the weather & the great quantities of floating ice in the passage between this & Elizabeth render the communication so difficult as to discourage me from attempting to go there in order to procure it for you in time for this conveyance— You may however expect it by next mail ²⁵ & with it such other information of the state of things here, particularly politics, as my want of present leisure will oblige me to omit—

A meeting was held eight days ago by the proprietors of the reserved township at Springfield ²⁶— The result of which was the agreement, (of which the enclosed is a copy the original being in my possession) to erect a two story house on each propriety of the dimensions there men^d. Their ignorance as to the quantity of lands which agreeably to the power vested in you, you might already have disposed of within the reserved township, was the reason of their not instructing you on the point of making donations of certain portions therein to encourage settlers to build on the tract allotted for the city. It has, I assure you Sir, been matter of no little surprize to me that you have not been more exact & explicit in giving your opinion as to the lengths the Proprietors ought to go & the kind of encouragement they should hold out, to induce persons to settle & build on their tract. Your knowledge of the quality & situation of the land & your acquaintance with the tem-

²⁵ *Ante*, p. 99.

²⁶ This meeting, like the one December 16, 1788, was doubtless held at the house of Matthias Denman, *Ante*, p. 209.

THE SYMMES CORRESPONDENCE

pers, disposition & expectations of that description of people for which our offers should be calculated, enable you to judge more accurately & justly on these important points than men distant & unacquainted as we are can possibly do—

I shall try to have it admitted by the board that your purchase must be considered under the very terms & spirit of the contract as extending from one Miami to the other, but I am not very sanguine in my expectation of success & should therefore advise you to dissuade M^r. Stites from incurring the risk of a dislodgement by force, to which a settlement upon the little Miami under present circumstances may probably subject him.²⁷ I am sensible with you of the value of his exertions towards peopling and I likewise feel for the embarrassments into which he has been unavoidably lead in consequence of the exclusion of the sections chosen by him from the boundaries assigned or rather forced upon us by the board— You will doubtless state to him fairly the true situation of the business and I should suppose nothing more would be necessary to convince him of the impropriety & impolicy of building upon & locating lands for which he has no title & where his own property & that of those for whom he is agent must be altogether insecure from that very party to whom your new settlements must for a time look for protection—

I thank you for your promise to furnish me with an accurate Map of the country as well as of my four sections— I shall make that use of the former which will be most likely to contribute to the interest of yourself & associates.

I have now to request that you would select & mark for me two hundred acres of the lots of land which you are authorised to sell at ten shillings per acre near the city—

²⁷ Actually Benjamin Stites had made a settlement at Columbia on November 18, 1788, at least four months before this warning could have reached him. *Ante*, pp. 50-51.

LETTERS FROM JONATHAN DAYTON

I should wish as large a proportion as possible, but by no means less than a tenth, should be in the ten acre lots immediately adjoining the town— Capt^s. Kinney & Arnold wish you to reserve for them One hundred Acres between them & Mr Jona: Ogden has applied for another hundred situated as above & of like description.

Our accounts of the progress of the treaty at Fort Har-mar, altho' not altogether so satisfactory as I could wish, are notwithstanding rather favorable ²⁸— I wait impatiently for our next dispatches from thence, by which we may determine whether it will be likely to effect the purposes which some gentlemen have promised themselves from it.

The Secretary at war informs me that he has given directions for the march of a party to the Miami, and I had the satisfaction to learn by Colo: Sproat who called upon me immediately from Muskingum that they were ordered & had gone down before he left it— ²⁹

You will see that I have scribbled this very fast

Wrote to Judge Symmes again May 2nd 89 by Doct^r Downer & repeated the third section above respecting the purchase of town lots—

JONATHAN DAYTON TO JOHN CLEVES SYMMES

Elizth Town May 16th 1789

Dear Sir,

I have been disappointed in not being favored with any letter from you since that of the 25th of last November.³⁰ Mr Ludlow has written to me from Pittsburgh & enclosed a map of the situation of the reserved township & of my

²⁸ *Ante*, p. 40 (note 28).

²⁹ *Ante*, pp. 55-56.

³⁰ *Ante*, pp. 48-53.

THE SYMMES CORRESPONDENCE

four sections & the fractional parts between them & the Ohio. You will naturally suppose that I am not displeased at finding that they embrace mill creek & take in the bottom lands lying on both sides of that stream—³¹ The circumstance of their adjoining the section on which the new town Losantiville is building is by no means an unfavorable one & I must take the liberty of requesting that, in the absence of M^r Ludlow, you would take care that they be held & reserved for me & that no person enters or makes a lodgement thereon without my permission previously obtained in writing. I shall in return execute with cheerfulness any commands which you may send to me for execution in this quarter— Justice shall in every instance be done you here, so far as is in my power to effect it, and I have only to ask that you would be equally attentive to my right & interests there. My north & south line or western boundary (by M^r Ludlow's map which appears to be accurate & well drawn) is, next the reserved township about one mile & three quarters from mill creek & from thence my land extends one mile & a quarter over that creek towards the little Miami & within half a mile of the mouth of Licking river. In my letter to you of February last ³² I enclosed a copy of the agreement entered into at Springfield by the proprietors of the reserved township & as the other might have miscarried, I now transmit another. I then requested that you would select for me one or two hundred acres of the best of the lands laid out in lots within the township & next the city, of which as much as possible but at least a tenth should adjoin the city. I would thank you to inform me whether you have done it, & it is the wish of the proprietors to receive a report from you of the lands you have disposed of within the propriety in virtue of your powers, for their benefit. M^r Marsh & myself are very much embarrassed in

³¹ *Ante*, pp. 83, 117; *post*, pp. 222-223, 236.

³² *Ante*, pp. 210-213.

LETTERS FROM JONATHAN DAYTON

paying out the Indents for want of the list now in your hands of the owners of the Certificates deposited & of the persons entitled to the Interest thereon. Where it happens that persons other than those who lodged the Certificates are to have the Indents, I wish you to remark it & in order to establish the authenticity of the list it would be well for you to sign it. Such as have become adventurers & taken out your landwarrants from M^r Stites, say that they are accountable for the penny farthing per acre to M^r Stites only³³ As I have had no information of that kind from you for whom I am acting, I have refused to issue the Indents on those warrants until the holders make the payment to me or (what will be equally satisfactory) produce your receipt for such payment or your exemption in writing therefrom. Be so good as to make known to me your pleasure on this head, for, until you confirm their sayings, I shall not think it probable that the holders of the warrants issued by M^r Stites are privileged beyond those who have received them from other agents. It may be proper to inform you that M^r Marsh & myself have established the rule of issuing Indents on no warrants before those fees are paid us, or your receipt for them produced— We thought ourselves not only justified but called upon by your printed pamphlet to do this, & we cannot depart from the rule in the cases above mentioned unless you should direct it—

Doct^r Downer passed thro' this place a fortnight ago on his way to the Miamis with Colo: May by the rout of Baltimore. He acquaints me that he finds himself unable fully to compleat the contract entered into with you in October last & means to relinquish, with your consent, all

³³ Upon the issue of a land warrant the purchaser was required to pay a fee of 1d per acre to defray the cost of survey, and an additional one farthing per acre for issuing and recording the warrant. *Trenton Circular, Quarterly*, Ohio Hist. and Phil. Society, V. 86.

THE SYMMES CORRESPONDENCE

but one township. M^r Benjⁿ Stelle³⁴ too I am informed, does not mean to pay his certificates into the Treasury, as agreed upon by you last fall, but deposit them in the hands of some friend in New York until a Deed for the land is procured from the Board & given to him—I have not yet been able to get sight of him, but I mean if possible to see & tell him the consequence of his failing to comply strictly with the contract entered into between you. It is extraordinary indeed that he should talk of withholding his certificates until a deed is obtained, when he must certainly know that it will be necessary to pay those very certificates forward in order to obtain it. The adventurers in the first payment had considerable risks to run, his are comparatively very little & even those little he is desirous of declining & at the same time of benefitting equally with the others. We should be in a pretty situation indeed if, the day before we were to make the second payment or incur a forfeiture, M^r Stelle should direct his friend, having the deposit, not to give up his 27000 Dols until we would agree to grant him such new terms & privileges as he might think proper to prescribe. Nothing would be left us but to chuse between proposals perhaps the most extravagant & unjust but certainly improper, on the one hand, & on the other the surrender & forfeiture of the whole contract. Let me know what we have to depend upon with the three New England gentlemen, Stelle, Downer & Witham & likewise what prospects you have of enabling us to make the second payment of between 83 & 84000 Dollars by the time agreed upon. Is it not time to begin the collection of the certificates here & would it not be advantageous for us to have a particular map & description of your tract together with remarks on such part as you leave for our disposal to adventurers in this quarter?

³⁴ *Ante*, p. 45 (note 38).

LETTERS FROM JONATHAN DAYTON

The Hon. Rich^d Lee ³⁵ Senator in the new Congress, applied to me the other day to know the terms on which he might become a purchaser between the Miamis— I acquainted him that I proposed to visit NYork again, next week & then I would bring with me your pamphlet, with the map sent me by M^r Ludlow & would give him all the information I was possessed of. Thinking, as I do, that it will be beneficial to the settlement to have M^r Lee interested in it, I shall endeavour to engage him in it by the representation & offers I shall make to him— Before any more applications of like nature are made to me, I hope to receive the map & your express instructions.

Colonel Spencer will probably deliver you this with his own hands ³⁶— He sets out tomorrow to view your lands previously to his determining to take out his family & settle there— Very much depends upon what that determination shall be, and upon the report he shall make when he returns here— It is I do assure you, highly your interest to give him every encouragement & satisfaction possible for I scruple not to say that there is not a single person in the state who can induce more settlers to follow him than the Colonel. The affection which the people bear to him & the entire confidence they have in his veracity & integrity, have determined many to wait his return & be governed by his report & decision.

May 17th Since writing the above, I have rec^d a letter from R. Morris ³⁷ of NYork informing me that a bill has been presented him, drawn by you in favor of M^r Owen for 52 Dollars & that I must furnish the money to prevent the bill being protested— Altho M^r Marsh & myself have not rec^d £4- in all on your acct I have resolved rather than

³⁵ Richard Henry Lee from Virginia.

³⁶ *Ante*, p. 101 (note 120); *post*, pp. 259, 264.

³⁷ Doubtless Robert Morris, the financier.

THE SYMMES CORRESPONDENCE

your credit should sustain the least injury to go to the city & sell Indents sufficient to make up that sum.

The military rights³⁸ have given me an inconceivable deal of trouble, & altho the vouchers have been in the war office many months, & I have attended twenty times or more, I have not yet been able to get the warrants, but I expect them next week. In compensation for my trouble, I expect to be allowed the priority in the location of 3 or 4000 acres in a body in that range— Can you direct where it would be best to lay it? The probability, I suppose, is, that the most eligible spot is that next to the Great Miami, unless there should be something in the quality or situation of the land about that river to make it otherwise. When you send me the general map, which I hope will be soon, I would thank you to point out in your letter the particular quality of each of my four sections as well as the exact quantity in each of the fract^l parts, that it may operate as a guide when I send persons to settle on them. M^r Ludlow gave me in his map the situation & made some remarks on the quality of each, but not so particular as to quantity or quality as I could have wished.

JONATHAN DAYTON TO JOHN CLEVES SYMMES³⁹

Dear Sir,

Elizth Town Aug^t 15th 1789

I have rec^d your several letters of the 22nd & 27th of May by Maj. Willis & M^r Ketchel & the one by M^r Henry written in continuation from May 18th to the 14th [15th.] of June.⁴⁰ The situation in which you were left in consequence of the sudden departure of M^r Kersey with his troops was truly disagreeable & trying— I am happy that you have conducted in it with so much fortitude as you ap-

³⁸ *Ante*, p. 42 (note 33).

³⁹ For Judge Symmes' answer, see *ante*, pp. 114-125.

⁴⁰ *Ante*, pp. 53-99.

LETTERS FROM JONATHAN DAYTON

pear to have done & that you were at length in some measure relieved from it by the arrival & continuance of Lieut. Luse & his party with you. I have called a meeting of the proprietors of the reserved township to confer & decide on various matters mentioned & proposed by you touching their interest there— It will take place in about eight days & you shall, immediately after be informed of the result.⁴¹

Hearing that the bill for establishing & organizing the government northwest of the river Ohio was on it's passage thro the diff^t branches of Congress & hearing likewise that applications had been made, & measures taken by some persons which might have a tendency to supplant you in your appointment under the new governm^t ⁴² I went immediately to N.York, caused an application to be made in your behalf to the President, & spoke to several of the most influential characters in the Senate, from whom I have such assurances as give me reason to expect you will undoubtedly succeed. As soon as anything further is done, I will give you notice & will likewise send you the law if I can get it in time for this letter.

In consequence of what you wrote to me, I conversed very freely with Gen^l Knox on the situation of the settlers upon your tract & likewise upon it's position on the Ohio as comparatively preferable for the general defence of the territory to either of the other places at which the troops are stationed. He gave me assurances before I took my leave of him, that he would immediately make such new

⁴¹ The public notice of this meeting urged the proprietors of the reserved township to meet at the house of Matthias Denman, Springfield, on August 24, "when maps and other papers of great importance will be laid before them." *New Jersey Journal*, August 19, 1789.

⁴² February 19, 1788, the Continental Congress had appointed John Cleves Symmes as one of the three judges of the Northwest Territory. After the Constitution came in force, it was necessary to reappoint the officers of the Territory and to confirm the Ordinance for its government. *Annals of Congress*, I, 56, 64.

THE SYMMES CORRESPONDENCE

arrangements in that country as would effectually cover and protect you. If this should be delayed long, do not fail to inform me & I will take care to remind him of his promise.

Mr Ganoe has put the map made by him into my hands for inspection but as it is not yet compleated, he is to take it back for a few days in order to give it the last finishing. I do not think it adviseable, as you recommend, to lay this map before the treasury board or to have any further communication with them respecting your purchase, as little is to be hoped from them & *that* the more especially as the system is entirely to be changed & a board of three Commissioners is to give place to a single financier.⁴³ The new system for the administration of the finance will soon be established, & as soon as it takes effect, & the principal is appointed, I shall do my utmost to have our line extended to the little Miami. Everything in my power & within the circle of my interest shall be exerted to have Mr Stites & his settlement included within the boundaries of our deed & thereby to compleat the title of such as have purchased under him there. The East Jersey comp^y have done nothing more since my last letter in the contract for the strip of land above alluded to, but did upon my application to many of them some time since, individually agree, that Mr Stites ought to be considered & indemnified if the purchase was made by them.⁴⁴ I believe it will rest as it is, or be entirely dropped as to the comp^y unless some new & strange comp^y should become bidders for it. I shall not fail however to press this matter with the new financier, but I do not expect to succeed until I am prepared to make the second payment & to take out the Deed. The sooner you enable me to do that, the more likely I shall be to attain that

⁴³ The act establishing the Treasury Department was signed September 2, 1789, and the appointment of Alexander Hamilton as Secretary was confirmed nine days later. *Annals of Congress*, I, 77; 2, 2173ff.

⁴⁴ *Ante*, p. 26 (note 4), p. 201.

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object in favor of Stites & his Associates on the little Miami. Continental Certificates are now at $5^s/8$ specie in the £ & are rising— If you have received specie for lands which you mean to convert into public securities, the sooner you do it, the more advantageous it will be for you.⁴⁵

It is proper to acquaint you that neither Stelle, Witham or Downer, Halsey or Denman have complied with their contracts entered into with you. M^r Stelle has deposited with the Treasurer 13,493 Dollars, subject to his order alone, & not to yours, or that of your agent — I have annexed hereto a copy of his letter to M^r Marsh & myself, which also contains a copy of his rec^t from the Treasurer when he made the deposit— I have just to observe thereupon, that you ought to insist upon their being absolutely paid to one of us, (as other purchasers have done) else he can withdraw them the day before we are bound to make the second paym^t & thereby bring upon us a forfeiture of the whole contract, or, seeing, just at that moment, how necessary they will be to us to compleat the sum required, he might demand & perhaps, receive such terms as in any other situation we should utterly reject. He seems to be liked by the people & will probably be useful to your settlement if you & he can agree, making however on your part that which I have just mentd, one of the conditions. M^r Witham, I have neither seen or heard of, but consider him on that account as having entirely given up the matter— Doct^r Downer called upon me in the spring when on his way to you & informed me that he should relinquish, of his contract, all but one township, & that he & Colo: May would take & pay you for so much if you & they could agree. He lodged with me 465 Dolls. in Certificates & ten Dols. in mony, saying that he would pay the rest to you.⁴⁶

⁴⁵ *Post*, pp. 240, 249-250.

⁴⁶ *Ante*, p. 45 (note 39), pp. 215-216; *post*, pp. 237, 242.

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I have frequently sent to Halsey, but he has never yet called upon me—. Denman refuses to pay a single Certificate, because, as he informs me, you have been selling to others, all the lands he located — If this be untrue, & any of Denman's locations, are reserved for him, I wish you to acquaint me.⁴⁷ Thus circumstanced as we are here, you will readily perceive that we have made but little progress, & derived little or no benefit from your different contracts, towards making the next payment. The Certificates in the hands of M^r Marsh & myself do not exceed 7000 Dollars. I have written to M^r Phillips, to Doct^r Kennedy & M^r Anderson agreeably to your request, for the Certificates due from them. I wrote likewise to Mess^{rs} Van Cleve & Daniel & Raphael Hunt,⁴⁸ in such terms as produced a visit from the two latter— They determine to give up all but ten sections, which they have bargained away with M^r Owen Davis of Monongahala, who, M^r Henry informs me, will be a valuable settler for you. I have been induced for a variety of reasons interesting to your purchase, to grant them, on certain conditions, an indulgence in making their paym^{ts} for those ten sections, which, I hope, you will not disapprove of— They pay 1200 Dols. immediately— 2000 Dols. by the first of December, & the residue by the first day of April, but they are not to locate more than the am^t of their first paym^t lower than the tenth range, nor to have any deed therefor until the whole is paid.

I have to acknowledge the rec^t of the plat of my land upon mill-creek and to thank you for it, but you will permit me to say that it does not take in all the sections for which I stipulated. M^r Huger, you recollect, was to have the two sections lying next the reserved township, one of them upon the river, & the other, north of it— My first agreement was for three sections next to M^r Huger, two to lye

⁴⁷ *Ante*, p. 45 (note 39).

⁴⁸ *Ante*, pp. 85, 107; *post*, p. 232.

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along the Ohio together with the fractional parts, & the other to be in the rear. M^r Huger did afterwards relinquish his in my favor, and in coming over to Elizth Town from N.York I told you that I would take but the one of Huger's lying next the Ohio, with the fractional part between it & the river & leave the other for M^r Clark, if he chose to have it, or for you to dispose of, to this you readily agreed, & M^r Ludlow in the survey he sent me, has very properly marked the two sections upon mill creek in the rear of the two which you have given me at the mouth of the creek & which are omitted in the plat you sent me. I hope you will rectify the mistake & do me justice in this particular but I will be contented if you add to mine the entire section east of mill creek, adjoining to the north of my large fractional section on the same side. The very great trouble and loss of time which the issuing of Indents, the correspondence with delinquent purchasers, the collection of Certificates warrants &c. & the numerous applications & enquiries of numerous people on the subject of your purchase, to view the maps, to hear your letters read &c. &c. occasion to [sic] would give me a title to ask the above alteration in my favor, even if I had not equity & right to support me in it; but, circumstanced as it is, I trust you will not refuse to do me justice in adding the above ment^d section to my purchase according to our early agreement.⁴⁹

A Certificate amount^g to 1002⁶⁰ Dols. in the name of S. Winants was among the number h^d in to the Treasury & has been endorsed in your handwriting thus "Indents to be paid to J. C. Symmes."— Winants has called for his Indents, is dissatisfied that we withhold them & says that the Indents are due to him & that he has never agreed that they should be paid to any one else. Inform me what it means, & whether Winants may receive his Interest.⁵⁰

⁴⁹ *Ante*, p. 214.

⁵⁰ *Ante*, p. 125; *post*, p. 261.

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You will now, my Dear Sir, permit me to speak of yourself in that style of sincerity & truth which I have ever professed & shall ever continue to exercise towards you.⁵¹ It is with uneasiness I have heard—it is with reluctance I relate, the many injurious & unpleasant reports that are circulating with respect to your conduct at the Miamis. I have accounted for some as well as I was able to the people who speak of them— I have contradicted others, but certain persons have asserted to my face that they themselves have been witnesses of a part. I would not have you believe that I can give credit to disreputable reports of a man so high in my opinion & esteem as you are, but you must pardon me for saying, that altho' I cannot think you criminal I must suppose you faulty, & *that* because, there is scarcely a single one of all the Jerseymen who have as yet returned from the Miamis, who does not complain of you or speak of you with dissapprobation. I have opposed, as far as possible, the torrent of abuse poured out against you— I have chided, I have even quarrelled with the promoters of it, but so general is the clamor of those who have been with you, & so strong & pointed their assertions, as to almost force your very particular friends to give over your vindication. The history of the two sisters (your housekeepers) is related with every exaggeration & in a style calculated to make the most unfavorable impressions against you— Your indiscriminate labouring & encouragement of it, on every day alike, without regard to the Sabbath— Your breach of promise in a variety of instances, but especially in promising & disposing of lands one day to one person, and selling them the next day to another— The hatred which the people of Kentucky bear to you &c. are among the charges which are uttered & echoed against you. When a few of us are advocating you & assigning the

⁵¹ For Judge Symmes' defense, see especially *ante*, pp. 114-115.

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most probable & plausible reasons for such parts of your conduct as are too strongly supported, to be denied; we are immediately asked why, if what we say is fact, none of the many who have been the witnesses of your transactions in the West, can be found to vindicate & speak for you. I assure you, my friend, that it has pained me beyond measure to hear what I have heard of you, without the power or knowledge of disproving it. The spirit & rage for purchasing in your tract & for emigrating thither, has been not a little checked by the apprehension that you are really the man which fame describes you. These are truths which it grieves me to retail to you, but it is my duty as your friend to do it, & also as one who is interested in, & a well wisher to, the prosperity of your settlement.

I have requested all whom I have spoken with, to suspend their opinion until the return of Colo: Spencer, in whom much confidence is placed; I hope it may be speedy & that his report may be favorable, for much in every point of view will depend upon it.

As my letter containing a copy of our contract with the Board of Treas^y appears to have miscarried, I herewith enclose you another, which I hope will reach you, and must request that you will without delay execute & transmit to me, the ample & adequate power of Att^y as required in the latter part of that instrument.⁵²

Aug^t 25th The appointm^t of Judges for the western territory is made— S. H. Parsons, John C. Symmes & W^m Barton are the three. I enclose the paragraph taken from the Newspapers, & the short law which is passed respecting that country ⁵³— You will perceive that it is merely a temporary provision—the time assigned for the present session of Congress, did not admit of their entering farther into

⁵² The contract referred to is that with the Treasury Board, October 15, 1788, *Ante*, pp. 200-201, 204.

⁵³ *Ante*, p. 219 (note 42).

THE SYMMES CORRESPONDENCE

that business, but it is expected that the organization of your governm^t will be resumed & compleated at their next sitting. I think it proper to acquaint you that when I went to NYork to canvass for you, I found with pleasure that Gov. St Clair was not unfriendly to you.

The proprietors of the reserved township have had one meeting— Your letter, so far as it respects them, has been referred to a Committee who are to report upon them to the general meeting to be held again next monday week ⁵⁴— If I detain this letter until that time for want of opportunity I shall then be able to enclose herein the resolutions & transactions of the proprietors.

The military Committee have appointed me their sole Agent for conducting the whole business respecting the military range ⁵⁵— I shall appoint two surveyors in order that we may be more certain of having one continually on the spot, to receive locate & register the warrants issued & endorsed by me. The survey of it into sections must be made this fall, & a plat thereof lodged with me by February in order that those who are entitled may make their drafts by lot & know their sections before the time arrives for going out in the spring. M^r Ludlow and M^r Gano will probably be the two surveyors the latter of whom has consented to survey & register for a penny specie per acre.

M^r Isaac Spinning returned from your tract last evening— I have seen him this morning— he tells me he left Colo: Spencer in Virginia where his horse was taken lame & he proposed to tarry a few days until he was recovered. Spinning, like all the rest who have been there, speaks highly of the soil & country, but, unhappily, like the others too, he confirms the reports respecting your unpopularity both on your own land & in Kentucky— He has no prej-

⁵⁴ *Ante*, pp. 69, 88-89.

⁵⁵ *Ante*, p. 42 (note 33).

LETTERS FROM JONATHAN DAYTON

udices against you himself, but when closely questioned, as he has been by some suspicious or unfriendly persons, he confesses, altho' with seeming reluctance, the prejudices they entertain towards you there. What my friend can it mean? It appears to me impossible, knowing you as I do, that you should deserve what has been said of you— There is some mystery in the business which I cannot as yet unravel.

I am just informed that provision is making to have the survey of your tract compleated this fall; if so, the second payment will be due soon after the New Year, & to be unprepared for making it, would be to forfeit & ruin all.⁵⁶ I pray you to forward the Certificates for the purpose as fast as you receive them, for if the Continental surveyors should immediately go out & push on their survey with spirit, we have quite little time enough left in which to collect the sum requisite. Eighty four thousand Dollars are not easily to be gotten together in the short space of three, four or five months. Mr Stelle's deposit might be considered as something towards it, if it had been placed where we could command it when the time for making the next paym^t shall arrive.⁵⁷ I would not hesitate, upon receiving an order for the Certificates he has lodged, to give to him or his agent, large & ample security that they should be restored to him in case of our failure to make the next payment. The resources which you supposed your contracts with Stelle, Witham Downer, Denman & Halsey would afford you, are nearly vanished— I hope you have, ere this, established others which will prove more certain and more productive.

⁵⁶ Under the contract of October 15, 1788, a second payment of \$82,198.00 was due one month after a plat of the Miami Purchase had been made out. Judge Symmes was then to receive a deed for 246,594 acres. *Contract, Hamilton County Records, V2, 55-59.*

⁵⁷ *Ante*, p. 45 (note 38), pp. 215-216; *post*, pp. 237, 257.

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I have written to Mess^{rs} Anderson, Kennedy & to every other person in short whose contracts or notes I am possessed of, informing them that we are preparing for the second payment, & that they must discharge their obligations or return their warrants immediately. Altho' I refused the gentlemen here to have my name inserted in any letter of agency which they proposed to send out for you to execute, yet, as you thought proper of your own accord to make it out in my name, and as I have since accepted & undertaken to act, you may be assured that nothing within my power which will promote your interest & that of the settlement shall be left undone. Gen^l Knox whom I do not fail to call upon & converse with, in every visit to NYork, about your situation, assures me I may be perfectly at ease, for that he has directed such a disposition & arrangement of the troops in the western territory as will effectually protect you.

I must now mention to you some business of my own, to which I shall in my turn ask your attention & assistance. I was equally concerned with Gen^l Ogden in the purchase of the third share in the reserved township— In our division of the product of the first sales of the township, a draft upon the single unsold propriety fell to me amount^g to £102..4..8— You, I understand from your letter have made sale of it, & I will thank you to give me a credit to the amount thereof for so much cash, and allow me to appropriate to my own use the like sum when it shall come into my hands in the course of my agency for you.⁵⁸

I observe in one of your letters to M^r Marsh you complain that the proprietors had seized on all the shares in the reserved township but the one which was left to you to dispose of, and mention that several persons had offered to join & settle with you, if they could be allowed to take one of the shares. Altho' Gen^l Ogden & myself are not unwill-

⁵⁸ *Post*, p. 243.

LETTERS FROM JONATHAN DAYTON

ing to hold our property in the township, we have nevertheless agreed, that if you will comply with my request respect^s the paym^t of the draft abovement^d you may sell our propriety for the two hundred pounds which is the price given for each,⁵⁹ the purchaser not to receive any benefit from the former sales of shares, but barely the privileges & profits arising from the encreasing value of the lands within its one hundred pounds to be paid to us immediately, & the other hundred when the sales of the lands shall produce it.

Sept^r 5th Colo: Spencer returned last night— He speaks (as I had reason to think he would) very favorably of you & contradicts the reports that were circulating to your prejudice— His declarations have credit with the people & I have taken care to make them as public as possible. As the proprietors are to meet at Springfield the day after tomorrow, I proposed to him & he has agreed to accompany me in my chair thither, when those gentlemen will learn from his own mouth how unjustly & unkindly, certain persons have treated you.

8th We returned from Springfield last evening—& I assure you that Colo: Spencer's information gave very great satisfaction to the gentlemen who were there. They took up the report of the Committee upon your letter,⁶⁰ adopted such parts as they approved of & added whatever appeared to them expedient— They then appointed another Committee to write in their behalf a letter of instruction to you agreeably to the resolutions they had made. As I am one of the Committee & that letter will accompany this, it will not be necessary to give you in this, a detail of our transactions there.⁶¹

⁵⁹ This offer apparently included one of the twenty-four shares in the reserved land. *Ante*, p. 39 (note 27); *post*, pp. 243, 266.

⁶⁰ *Ante*, pp. 53-95.

⁶¹ *Post*, p. 243.

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I rec^d yours of the 17th of July by the Colonel with it's enclosures ⁶²— I wrote immediately to M^r John Phillips as you requested ⁶³— He has sent me the unsold warrants except one which he says was destroyed viz. N^o 253 for 640 Acres— If therefore it should be present^d for loc. & regy you will take care to lay your hands upon it—has forwarded the checks of those which were sold— I find he has given warrants to Eight soldiers as bounty lands being One hundred acres each, & that he has given Colo: Shreeve a warrant for a section on which he has credited him five hundred Acres for his bounty as Colonel— You certainly will not receive them as warrants that are paid for, because you or I cannot have credit for their bounties at the Treasury until you are possessed of the warrants issued by Gen^l Knox to the officers & soldiers— As you do not interfere with the military range, you would not I suppose, accept them even if their vouchers for bounty lands were ever so sufficient— You can therefore refer M^r Pope who is the holder of Eight hundred Acres or eight rights & Colonel Shreeve who holds five hundred Acres in his own right, to me, and I will direct them how to proceed in order to have them introduced into your tract—

You ask my opinion “whether the Commissioners of the board will strenuously adhere to the twenty miles or whether they may not be prevailed upon to give up that mere fragment of land at the mouth of the little Miami & suffer you to extend to the banks of that stream”. To this I answer that since the Board have conducted so strangely with respect to you in the whole progress & in every stage of your contract & purchase, I cannot think of having any further communication with *them* on the subject— A new financier ⁶⁴ will be appointed within a fortnight, and as business is more easily done & to better purpose with one than more,

⁶² *Ante*, pp. 100-107.

⁶³ *Ante*, p. 102.

⁶⁴ *Ante*, p. 220 (note 43).

LETTERS FROM JONATHAN DAYTON

I have very great hopes that on an application to him upon this subject & on being prepared to make the second payment, he will agree to bound his deed on both rivers. I shall lay the map before him & make use of every fair argument & exertion to induce his assent— So plausible, solid and just are the grounds on which to found my application, that I cannot but be very sanguine in my expectations of success.

I am told that it was rumoured thro' your purchase that a company of us was about buying Stite's land at the little Miami, & meant to send men to take immediate possession of it, in consequence whereof the persons interested therein were exceedingly alarmed & exasperated.⁶⁵ You certainly knew that the intention of the Company in doing what they did, was merely to preclude the application of strangers for that strip of land, & that no injury was meant to Stites, his associates or yourself. I have, in every instance touching the tract since I have taken upon myself the agency, acted as if your interest & mine were intimately blended, & I give you my word that I will not only not consent to, but will warmly oppose, any measure in any individuals or comp^y which may tend to deprive Stites of his lands, or to militate against your interest there. It gives me pleasure to be able to inform you that Gen^l Ogden's demands against the estate of Walter Mould⁶⁶ have been amicably adjusted by him & by Capt. Henry. He had, together with his particular friends, thought very hardly of you for a long time, because you had favored & assisted M^r Mould in avoiding & escaping his pursuit. Your power to Capt. Henry contained in your letter to Gen^l Ogden, & the amicable adjustment & settlem^t that has since taken place between them in consequence thereof, have reconciled the latter to

⁶⁵ This refers to the East Jersey Company, *Ante*, p. 26 (note 4), pp. 34-35.

⁶⁶ *Ante*, p. 121, (note 146).

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you, & have induced him to accept of less than he might reasonably have demanded, or equitably & legally have recovered. I have acted in favor of M^{rs}. Mould in this matter, in a manner which I would not have done, had her husband been living— I have exerted myself in conjunction with Capt. Henry to persuade & prevail upon Gen^l Ogden to reduce his demand from £235- specie, with costs of suit (equivalent to 20 or £25 . . more) to £175 . . specie in full for debt & costs. As the security of Mess^{rs} Mould & Cox, he has been obliged to pay for them since he brought his action in Pennsylvania, one year's rent of the mill which is £130—0 Nothing but the unhappy situation of M^{rs} Mould, our interference & persuasions, joined to our assurance that you would pay him the cash without delay, could have induced him to accept of a sum so far short of his just claim & right. As soon as you have paid him this sum Gen^l Ogden will discharge the attachm^t, the actions of *ne exeat* &c. & will give a final & full discharge of all his claims against the estate of the said Walter Mould. You are to transmit M^r Marsh's bond, which is among Mould's papers.

I was unfortunate in not receiving your letter by Colo: Spencer before I saw M^r Hunt, & allowed him to take a longer time in his payment for the ten sections. I wrote to him immediately upon it's receipt, requiring him to pay forward the Certificates deposited in his hands by M^r George Hall for you. I certainly would have had nothing to have done with him, until that matter had been settled, if I had then known it, but since I have done what I have & my promise is gone forth, I hope you will not prevent M^r Davis's locating his five sections.— You will find annexed, a copy of my letter to M^r Owen Davis, who was the purchaser under the Hunts.⁶⁷

⁶⁷ This letter merely informed Davis of the contract between the Hunts and Dayton as agent of Judge Symmes. Already the Hunts had paid

LETTERS FROM JONATHAN DAYTON

You will observe by the enclosed copy of our contract, that a more full & satisfactory power of Attorney, is required from you previously to the issuing of the Deeds upon the second payment— Let it be executed, if you please, as early as possible, & forwarded as soon as an opportunity presents.⁶⁸ Do not send your packets by the Mail, as the expence is heavy— The letter said to be forwarded by Major Willis was by him or some other person thrown into the post office, and I was obliged to pay 6^s/8^d in specie for it.⁶⁹

My first letter after the first of October will give you an acct of the state of your contracts with different individuals, as to their fulfilment of them; I mean such of them as you have forwarded to me.

Joseph Halsey called at my house a few days ago & informed me that he expected to compleat his payment for the township which he bought of you, by the first day of October.

Capt. John Brown of Woodbridge proposes to start next week for the western country— He is not yet entirely determined whether to sit down in Kentucky or with you— I hope he will chuse the latter, as he is a good horseman, a spirited fellow, & one who will be very serviceable to you in your skirmishes with, or pursuit of, the Indians. With a view to continue him on your tract, I have sold him a section in the military range at much less than it's value, & I hope that, with the same view, you will give him every counte-

\$1,200.00, and by December 1st, \$2,000.00 more would be due, the residue April 1st. They were to receive deeds according to their payments. *Jonathan Dayton to Owen Davis*, September 2, 1789, Collection of Peter G. Thompson; *ante*, pp. 107, 222; *post*, pp. 234-235, 253.

⁶⁸ *Ante*, p. 201 (note 11).

⁶⁹ This is an interesting comment upon the high rate of postage from the Western country at this time, as the letter was a comparatively brief one, *Ante*, pp. 98-99.

THE SYMMES CORRESPONDENCE

nance & encouragement which you conveniently and consistently can. Write to me as soon as any opportunity offers, & believe me to be

with very great esteem

Yours &c.

J. D.

The Honble

Judge Symmes.

JONATHAN DAYTON TO JOHN CLEVES SYMMES ⁷⁰

Sept^r 2nd 1789

Dr Sir,

I have been induced from a variety of reasons interesting to the prosperity of your tract, to consent that Mess^{rs} Hunts &c. should be permitted to hold, (of the landwarr^{ts} which M^r Raphael Hunt had of you) so many as amount to ten sections on the follow^g conditions *viz.* That 1200 Dollars be immediately paid in Certificates— Two thousand more by the first of December, & the residue by the first of April. It is stipulated that they shall have the right of entry & location immediately, & have the deeds for their lands as fast & in the same proportion as they make their payments but are not to locate for more than the Amount of the 1200 Dollars in any range lower than the tenth.

You will, I dare say, carry this agreement into execution, so far as it depends on you, & will, I trust, approve of my motives & conduct in making it.

Should M^r Davis apply to you again, I have agreed on your part that he be permitted to make locations & entries to the am^t of five sections subject however to the terms just ment^d. The warrants which M^r Davis lodged with

⁷⁰ Compare this letter with *ante*, pp. 232-233.

LETTERS FROM JONATHAN DAYTON

you in the spring (the above ment^d five excepted) you are to hold & to consider as returned to you by Mess^{rs} Hunts &c. as I have given credit for them as such

JONATHAN DAYTON TO JOHN CLEVES SYMMES

Elizth Town—Sept^r 26th 1789
Dear Sir,

Since closing my letter on the 5th of this month, ⁷¹ I have been to New York. Governor St Clair was my fellow passenger, & we conversed much, as may naturally be supposed, on the western country & particularly your tract. He informs me that the present plan is, to station a considerable part of the troops between the Miamis and to extend a chain of posts from thence to post St Vincents. Upon my arrival in town I visited Gen^l Knox, who assured me that Capt^s Ferguson & Strong's companies were at this time with you, & that he thought it probable you would soon have Head Quarters there.⁷² These new arrangements are of importance & must contribute greatly to promote the population & encrease the value of the tract. I cannot yet tell with certainty what the first of October (the period assigned for payment in several of your contracts) may bring forth; but my advice to you is, to appropriate your Cash immediately to the purchase of Certificates, if you mean to enable us without the possibility of disappointment & failure, to make the second payment, or if you design to profit by the sales of a part of your lands for specie. You have

⁷¹ *Ante*, pp. 229-234.

⁷² Captain Strong, with a company of 70 men, left Fort Harmar for the Miami country, August 9, 1789. Captain Ferguson received orders September 4, to proceed to the same destination with his company. At first these forces were destined for North Bend, but Major Doughty, who was placed in command of the entire expedition, decided that Losantiville (Cincinnati) was a much better location for the new fort. This decision put an end to Judge Symmes' roseate dreams for his new city of North Bend. *Military Journal of Ebenezer Denny, Publications*, Penn. Hist. Society, 7, 339, 340.

THE SYMMES CORRESPONDENCE

been selling your lands, I am told for two shillings specie the acre— The price at this moment seems to be, & undoubtedly is, a good one; but as much cannot be said of it when you find hereafter, that in consequence of the rise of Certificates, another acre, in another payment, may cost you in specie two shillings & six pence.⁷³— Capt. Henry acquaints me that you are willing to give for my very large & very small fractional parts of a section on the east of the mouth of mill creek, supposed to be seven hundred Acres, the sum of seven hundred pounds worth of your property here, as you are desirous of building a house & living on them.⁷⁴ He says they are worth it in specie, & I will agree to let you have them at that rate, provided you do me justice in, & reserve for me, the section north of them & on the west of the creek, which of right belongs to me. As to a ferry, I leave it to you to establish one, on the best terms you can, for three years, upon condition however that it shall revert to me at the expiration of that time, & that this privilege respecting a ferry, shall save my sections on both sides the creek from the forfeiture consequent upon a non settlement in two years after location & registry.

Denman & Halsey have this moment left me— They have agreed to make the payment for the large fraction next the little Miami in the fourth range of townships⁷⁵— Their Certificates, it seems, are at Trenton, in order to draw the last year's Interest, & they assure me that they will have them here by the third day of October. You will therefore be pleased to reserve that township for them or rather fraction, as I have reason to believe they will make their payment.

I herewith enclose & return to you one of the Certificates which you forwarded to me by Capt. Henry— The sum

⁷³ *Post*, p. 240.

⁷⁴ *Ante*, pp. 45, 122, 172, 214.

⁷⁵ *Ante*, p. 45; *post*, pp. 252-253.

LETTERS FROM JONATHAN DAYTON

has been altered from 4 Dols. & $\frac{20}{100}$ to 60 Dols. & $\frac{20}{100}$ as you will see by the endorsement^t It had a suspicious & dishonest appearance at first sight, I therefore took it immediately to the Loan officer, who compared it with his checks & at once detected the rogues.

Mr. Gano takes out my landwarrants, in order that they may be entered & registered agreeably to your request. Whatever the three warrants fall short of covering the entire and fractional sections which belong to me stretching from the reserved township over mill creek, you will be so good as to issue other warrants for, & deduct them, as you some time since proposed, from the Certificates which I advanced you. I have transferred to Doct^r Dayton the warrant intended to cover the North entire section which joins the reserved township line— If I can see him today I will prevail upon him to send it by M^r Gano, but if I should not, you may consider that section as his.

Oct^r 1st I saw M^r Stelle again the day before yesterday ⁷⁶— He is exceedingly embarrassed about his deposit, which I have positively assured him will not avail him or be accepted of by you as a payment— He says he would withdraw them from the hands in which they are lodged, & absolutely pay them forward to us if he could be assured that you had not since made sale of the lands in the fourth range which he selected. He apprehends that upon your finding he did not comply with the contract & make his payment in season, you have disposed of the fourth range to other bidders. When you write, next, give me information & instructions with regard to Stelle, his contract & his selected lands, more particularly what quantity, or whether any has been granted to other persons and likewise at what price he may take such as you may have reserved for him. I have called upon M^r Jesse Hunt in order to claim from

⁷⁶ *Ante*, p. 45 (note 38).

THE SYMMES CORRESPONDENCE

him the Certificates which you informed me he had received from Mr Hall of Somerset in order to deliver to you. Mr Hunt declares that he has not been entrusted by Mr Hall with any certificates for you, but that your information is entirely groundless. It would be well perhaps for you to forward Mr Hall's obligation and I will immediately send to him to discharge it.⁷⁷

One Adam Lee from York State who long since purchased from you thro' my brother's agency, two sections of land, called on me a few days ago for a letter in his favor to you— To avoid the trouble which a precedent of that kind might occasion in the case of other emigrants, I promised that I would mention him in my next letter— I know nothing of him except that he appears to be likely to be an obedient & good settler, and a few words of encouragement & approbation from you when he comes to the ground, will, I believe, answer every purpose.

Capt. Gano has this day paid me Dollars in Certificates towards the contract which he & Stites had lately made with you. He has been very much disappointed in his attempts & expectations of collecting Certificates, & proposes to start tomorrow for Miami with some people who are going out to settle upon the seventh range.

Genl Ogden having had a liberal & advantageous offer for giving up the mills which Mould & Coxe had taken for seven years at £130. per ann., for the payment of which he had unhappily bound himself a surety, & finding it necessary to raise a small sum has applied to me to assist him in it upon the faith of your letter, & upon the strength of Capt. Henry's & his agreement.⁷⁸ I have accordingly been prevailed with to advance him in your behalf, a part of Mould's debt which you had assumed. He is impatient at

⁷⁷ *Ante*, p. 232.

⁷⁸ *Ante*, p. 121 (note 146).

LETTERS FROM JONATHAN DAYTON

Mr Gano's delay, as, in consequence thereof, his receipt of the residue is put at greater distance.

You will hear from me again in a few days respecting the payments of Certificates on acct of several late contracts made with you in the summer. It is so difficult to procure Certificates without specie, which it is still more difficult to obtain, that I do not expect those contracts will produce much, or go far towards enabling us to make our second payment.

Yours J. D.

P.S. I rec^d from my brother since you went to Miami 106⁶⁰/₁₀₀ Dols. in Certificates paid for a warrant for a quarter section given to Daniel Lambert—which please to charge against the Certificates that I lent you.

JONATHAN DAYTON TO JOHN CLEVES SYMMES

Elizabeth Town February 16th 1790

Dear Sir,

I have been disappointed beyond measure at not hearing from you for many months past,⁷⁹ especially as you are several letters in my debt, and more especially as, in consequence of the establishment of Head Quarters upon the Miami tract, your accounts from thence cannot but be favorable & flattering both as to present situation & circumstances, & also as to future prospects. You must naturally suppose that our anxiety is greatly excited to know what provision or preparation you have made, & are making, to enable us to meet and answer the demand that must, in a few months at farthest, be made for our second payment in

⁷⁹ Evidently Dayton had not yet received the two letters from North Bend written respectively January 1 and January 9, 1790 (*ante*, pp. 108-125). The last letter from Symmes before these two was dated July 17, 1789 (*ante*, pp. 100-107). Judge Symmes' duties as one of the three territorial judges partially explains the lengthy interims between his letters.

THE SYMMES CORRESPONDENCE

certificates agreeably to our contract.⁸⁰ To obtain a deed, and thereby to secure and establish a firm title for even a part of your purchase, is an object highly important & interesting to you, as well as to all who are associated with you. This, you know, can be effected upon the completion of our second payment, but not before, and many of those who have an interest in the tract are almost daily troubling me with their enquiries about the number & sum of Certificates on hand for the next payment; when the payment is to be made, & we to obtain a deed &c to all which questions, I cannot while I adhere to truth, & am ignorant of the collections made by you for the purpose, give any satisfactory answer. I very early foresaw the rise of public securities, and advised you of it's probability by letter; as soon as their appreciation commenced, I took care to write again and give you notice of the fact, in order that you might take immediate measures to vest in certificates the specie you had received for lands, and to raise their price, if you continued your sales in specie.⁸¹ Since my last letter their rise has been great & rapid, in so much that they were sold at 9^s/0 on the pound for the principal only; they have since fallen again to 7^s/6 but it is expected that they will soon get up to 8^s/0 or 8^s 6^d. Much will depend upon the decisions of Congress upon the report of Colo: Hamilton, the Secretary of the Treasury on the subject of the public debt, & of public credit— At any rate, I do not think they will be lower than they are at the present, and I should certainly advise you to place the monies you may have collected, into the hands of some friend, if you have not already done it, with instructions to take advantage of any sudden fall like the present, and make a purchase for you. I have not failed to acquaint you of the failure in payment on the part of every person who entered into contract with you for lands, the

⁸⁰ *Ante*, p. 233.

⁸¹ *Ante*, pp. 221, 235-236; *post*, pp. 249-250, 258.

LETTERS FROM JONATHAN DAYTON

small sum excepted which was paid me by M^r Gano, for which I gave him a receipt. You will therefore readily be convinced, how almost entirely we rely on your exertions and collections to prepare for that payment which is to obtain us our title. We flatter ourselves that the population of your tract will be greatly promoted from the opinion of security & protection occasioned by the erection of fortresses & the station of troops upon it, but we have received as yet no kind of information from you or any gentleman with you, as to the success in that point so material to a new settlement, occasioned by those fortunate events. I spared no pains, I neglected no opportunity, either when in Congress or since, to impress upon the Secretary at war an opinion of the propriety, convenience & utility of making the Miami tract the principal post and the station of the main body or the reserve of the troops, until at length he promised that it should be so, which he has since caused to be done. I entreat you, as well for your own sake & that of your associates in purchase, as for the sake of verifying what I have held out as inducements to bring about this measure, to do everything in your power to make the General & Governor ⁸² (if he is there) contented with their position and to convince them that no other disposition of the troops will be so favorable for protecting the country & for answering the purposes for which they were raised & stationed on the frontiers.

I acquainted you of the attempts made in Congress at their last sitting to open an office for the sale of lands in the western country & of the difficulty of getting it deferred until the present sitting ⁸³— The proposition will shortly

⁸² As governor of the Northwest Territory, St. Clair was also in charge of the militia. *Commission*, February 1, 1788, *St. Clair Papers*, ed. Smith, I, 606.

⁸³ This was only one of several false alarms over a proposed act that would have greatly reduced the price of the public lands. *Ante*, p. 152 (note 208).

THE SYMMES CORRESPONDENCE

be renewed, as Congress is now in session, and I am pretty well persuaded that it will succeed, by which means there will arise a very great competition with you in the market of lands— This consideration will suggest to you the policy & expediency of proceeding as rapidly in your sales as possible, and of continuing the prices so low as to encourage purchasers to engage with you before they can hear what is in contemplation with respect to those lands for which no contracts have yet been made by any individuals or companies. Seven & sixpence & even six & threepence will be considered too high in Certificates at their present enhanced value, and I trust you will be of opinion with me, when you reflect upon the probability of competition which I have just mentioned, and upon the importance of our gaining a proper title by deed, that it would be clearly for your interest to place the price of so much of your unsold lands as will amount to the second payment, at what they cost you, provided you cannot immediately sell a sufficiency of them at a higher rate.⁸⁴ This however does not admit of the least delay, for the moment the bill for establishing the land office is passed & made known, you may bid adieu to any further disposal of your lands, on the terms of, and under, your contract.

I have mentioned in several of my letters that Stelle & Downer have expressly given up their contracts with you—the latter when he returned, appeared to be very much displeased, & has withdrawn, agreeably to stipulation, the small deposit which he conditionally lodged in my hands when travelling westward. I have never heard from Mr Witham, & on that account conclude, that he has given over all thoughts of joining you in the settlement.⁸⁵

⁸⁴ The cost of the lands to Judge Symmes, under both contracts, was \$1.00 per acre less 1/3 deduction for waste lands etc. or a net price of 66-2/3c. *Trenton Circular, Quarterly*, Ohio Hist. and Phil. Society, V, 83; *ante*, p. 240; *post*, pp. 251, 258.

⁸⁵ *Ante*, p. 45 (note 39), pp. 215-216, 221-222.

LETTERS FROM JONATHAN DAYTON

The Proprietors of the reserved township are very desirous of hearing how far you have proceeded in the sales which you were authorised to make of lots &c. within the propriety, & wish you to make report as soon as possible of all your proceedings therein. You doubtless have received long before this the resolutions entered into by them which I forwarded, together with the instructions from their Committee appointed to draft and send them.⁸⁶

I acquainted you in a former letter ⁸⁷ that I had a draft upon the future purchaser of the unsold propriety in the reserved township, given by M^r Boudinot in your name, for £102—4—8 on acct of my share of the proceeds of the sales of the twenty four proprieties. It appears by one of your letters that you have taken that propriety & made sale of it since you have been in the western country, so much therefore will be due from you to me in consequence of the above order, which shall be endorsed and transmitted to you if you wish it.— In consequence of your complaining in your letter to M^r Marsh, that the Proprietors had seized on all the shares in the reserved township but the one which was left to you to dispose of, & further mentioning that several persons of influence had offered to join & settle with you, if they could be allowed to take one of the shares, I consulted with Gen^l Ogden respecting the one which we held in partnership, and at length agreed that you might sell our propriety for the two hundred pounds, which is the price given for each; One hundred to be paid to us immediately, & the other hundred, when the sales of the lands shall have produced it, provided however that the new purchaser is not to receive any benefit from the first sales of the proprieties or shares, but barely the privileges & profits arising from the encreasing value of the lands within it. Inform me, if you

⁸⁶ *Ante*, p. 229.

⁸⁷ *Ante*, p. 228.

THE SYMMES CORRESPONDENCE

please whether you have made sale or not in consequence of that letter.⁸⁸

Mr Joseph Meeker of this place purchased of you a landwarrant for a quarter section numbered 232 & counter-signed Benjⁿ Stites, which he has lost, or rather as he tells me, his children have destroyed— It was entirely paid for, & he therefore wishes that it may be renewed to him, or that you would allow the location to be made in his behalf by Mr Stites without requiring the warrant. You have I suppose, before this adopted some uniform rule, whereby to remedy & cure the inconveniences arising from accidents like this one in question, which you will please to acquaint me with for the satisfaction of Mr Meeker, & of others who may be similarly circumstanced.

Several persons have called upon me for the Indents due upon the Certificates paid you about the time of your leaving Jersey, & since you have been at the Miamis for landwarrants &c. and produced the warrants or your receipt therefor,—but as I have not only never drawn the Interest upon them, but cannot even find them on your lists, of certificates, sent me, I know not how to act towards the applicants, whom I would wish to satisfy as far as in my power.⁸⁹ I have already paid out the whole amount of the Indents which I received from the Treasury board, & have made considerable advances out of my own to those who have paid you Certificates which are to come into the second payment, if I find their Certificates on your lists or in my hands. All the offices for the issuing of Indents are now shut up; none therefore can be drawn before the second payment is made.

March 1st Since I began this letter Mr Kibbey has returned & brings me neither letter note nor message from you.

⁸⁸ *Ante*, p. 228; *post*, pp. 247, 252, 276.

⁸⁹ *Ante*, p. 27 (note 7); *post*, p. 260.

LETTERS FROM JONATHAN DAYTON.

What, my friend, can mean this silence with respect to me, especially when I write continually & you are in my debt more than one or two packets. You know my anxiety to hear from you relative to many matters & questions which I have from time to time proposed & mentioned to you. I should be entitled to an answer from a stranger, how much greater right then have I to claim it from you.

The letters by M^r Brown & by M^r Gano, you have undoubtedly received ⁹⁰— I hope you will write immediately upon the receipt of this & forward your letter to Pittsburg in order that it may come by mail to New York. Enclose it in a cover to The Honble Elias Boudinot in Congress New York, by which means it may come more safely & free from expence. Write to me, if you please, upon the various subjects which I have mentioned, & say something of your situation and prospects there.— I am pestered almost beyond patience with enquiries about your tract & settlement, in consequence of a belief that I must have frequent & regular communications from you about what is passing & doing at the Miamis. Your silence has been, & will again be, construed into adversity or misfortune, for all are impressed with a belief, that in proportion as you & your fellow settlers are fortunate, in that proportion it would be sounded forth by you all. I wish to have it in my power to insert in the newspaper some paragraphs or extracts from your letter, for I well know that at the present it would have very favorable & important effects.

Tell M^r Ludlow & M^r Gano, if you please, that I expect they have not only finished the survey of the military range, but have compleated their map & that it is now on the way to me. I am very desirous of receiving it in the course of this month of March, in order that the persons who are going out to you this spring & have rights in that range may be

⁹⁰ *Ante*, pp. 218-233, 235-239.

THE SYMMES CORRESPONDENCE

able to draw for their lots in person, before they enter upon their journey. I shall write more particularly to Mr Ludlow by Mr Williams who will leave this in a fortnight for the Miamis. There will doubtless be opportunities by persons coming immediately here—do not let your sending by post, prevent your sending by them also—

Yours
J. D.

The Honble Judge Symmes

[Endorsed:]

Copy of a letter sent to Judge Symmes

(By Post to Pittsburgh)

JONATHAN DAYTON TO JOHN CLEVES SYMMES

Elizabeth Town March 16th 1790

Dear Sir,

I wrote to you the first of this month, & forwarded the letter by the post to Pittsburgh a few days after it was written— It will probably reach you before the expiration of March, & I hope to receive an answer to it by the latter part of May at farthest.⁹¹ As we are still without any letter from you, it may naturally be supposed that our anxiety & surprize with regard to your silence are rather encreased than diminished. Altho I have despatched a long letter so lately, I cannot nevertheless agree to follow the bad example you have given me, by permitting Mr Williams to leave us without a line at least to you. I must refer you to that & two or three preceding letters for such information as I thought it might be useful for you to have, & for such questions & enquirries as I wish you to answer, & for that kind

⁹¹ *Ante*, pp. 239-245.

LETTERS FROM JONATHAN DAYTON

of information which I am desirous in my turn of receiving from you. The favorable terms in which M^r Williams has spoken of you & the flattering report which he has made of the fertility of the soil & the goodness of the land within your purchase will induce a number of persons to go out thither in the course of the season who would not otherwise have done it. I confess myself much pleased with him as a man of intelligence, activity and enterprise, & as one every way qualified for the settlement of a new country, which requires the exertion of all those qualities in an eminent degree. I have agreed with him to build & enclose the house belonging to the third propriety, which is Gen^l Ogden's & mine, for doing which he is to have a part of the hundred acres apportioned to us, that propriety at such a price as M^r Israel Ludlow shall appraise it at. You will, I trust, now have it in your power, to contract for the building of such of the twenty four proprietary houses as are not already contracted for, by the proprietors; for I have information of many Carpenters who are going to visit you this summer.⁹² Upon further recollection I think that I am wrong in saying that M^r Williams must be paid for building our house out of the land particularly allotted to me or to the third propriety; for if I mistake not the expences of building the proprietary houses are to be defrayed from the sale of the undivided & common lands within the reserved township— This being the case, I conclude you will not object that M^r Ludlow, who is unquestionably a good judge of land, should set off to M^r Williams so much of the common land within the propriety as will compensate for the building of a house on our block.

This agreement with Williams about building, is not to be carried into effect, if you should have thought proper to accept the offer I made you in two former letters to dispose

⁹² *Ante*, p. 83.

THE SYMMES CORRESPONDENCE

of our propriety to you that you might part with it to settlers who wished for such an interest in the township.⁹³

No attempt has as yet been made in Congress this present sitting to revive the proposition for establishing a land-office for the sale of lands in the western country. I hope & expect it will be deferred until we have made our second payment, after which I shall feel very little anxiety about the success or failure of the measure.

As I acquainted you before, so it is still, that not a single Certificate has been paid me upon any one of the contracts made by you with individuals (the small sum paid by Mr Gano only excepted).⁹⁴ Mr Elias Boudinot has taken out six land warrants, for sections each, on acct of the Certificates he lent you. He says that he was to have land at 5^s/o per Acre, according to his agreement with you, provided he at any time chose to take in lands, the Certificates so lent in preference to having them returned. I have therefore issued the warrants to him at that rate, & I have since been told that he has put them into the hands of Doctor Clarkson Freeman, & perhaps conveyed them to him.

General Ogden is very frequently enquiring whether you have forwarded to me the money due him from Mould's estate agreeably to the acct adjusted & passed by Capt. James Henry who was authorised by you for the purpose.⁹⁵ He is much dissatisfied that it has not been entirely paid off before this, as Capt. Henry gave him reason to expect it would, if he would consent, as he at length did, to sacrifice a part of his demand & to accept the compromise offered him. As I have paid him a part for you, the papers are all in my hands, waiting for your remittance.

When you write, be particular in giving the dates of all

⁹³ *Ante*, pp. 228-229, 243; *post*, pp. 252-253, 276.

⁹⁴ *Ante*, pp. 239-240; *post*, p. 264.

⁹⁵ *Ante*, pp. 122, 231-232; *post*, pp. 259-260.

LETTERS FROM JONATHAN DAYTON

those letters that you have received from me since you have been in the western country, as there are matters mentioned in some I have written you, which ought to be repeated, if they have miscarried.⁹⁶

Yours &c.

J. D.

The Honble Judge Symmes—

[Endorsed:]

Copy of a letter sent Judge Symmes by Mr Joel Williams.

JONATHAN DAYTON TO JOHN CLEVES SYMMES

Elizabeth Town March 20th 1790

Dear Sir,

Mr Williams' delay in setting out for the Miamis has given me an opportunity to add another letter to the one I had already written.⁹⁷ Since I sealed the other, Mr Kibbey has been at my house and informs me to my astonishment that when he left you, no letter had been received by you from me, as he believes, since the one by Colo: Spencer.⁹⁸ If this were true, it might operate as some excuse, altho' it could not be considered a sufficient one for your neglect to favor me with a few lines at least— But I can scarcely believe that the three letters which I wrote to you between the time of Colo: Spencer's departure & that of Mr Brown's & Gano's should have miscarried— These were of consequence to you, as they contained information of the then price and probable rise of Certificates, & advised you to raise the specie price of your lands as well as to take measures immediately to realize in Certificates, the Cash which you had al-

⁹⁶ *Ante*, p. 146.

⁹⁷ *Ante*, pp. 246-249.

⁹⁸ This letter sent by Colonel Spencer was written May 16, 1789, and was followed certainly by the long one begun August 15 (*ante*, pp. 213-234), and the shorter ones of September 2 and September 26 (*ante*, pp. 234-239). All of these letters should have been received long before this date, March 20, 1790, despite the inevitable delays in the postal service.

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ready received or might still receive in the course of your sales. Altho it cannot at the present be done at such a rate & to such advantage as it might last spring or summer, it may still be negotiated now on much better terms than two or three months ago. Certificates have lately experienced a fall, not indeed so great, but quite as sudden as their preceding unaccountable rise had been rapid. They are this week from a Dollar to four pence below it, on the pound, & rather falling than standing at that.⁹⁹ There are ebbings & flowings in the prices of them, which altho unsteady & irregular, will nevertheless now & then afford very fair & favorable openings for purchase, to a person on the spot, who has leisure & opportunity to watch & take advantage of them.

I am told you mean to dispatch your brother with Cash to transact this business; I approve of & strongly recommend it, & will most cheerfully give him every information & aid in my power. But let me beg you not to delay it, for you know of how much importance it is to us all, to secure & compleat, the second payment at least.¹⁰⁰

Mr Kibbey has paid some Certificates on acct of his land which he contracted for in the fifth range & means very soon to pay the rest— He has assured me also that he shall make payment likewise for the two sections contracted for in the name of Mr Luther Halsey, as they adjoin his, & Mr Halsey has assented to it. I have promised Mr Kibbey that I will acquaint you with these facts, & that there can be no doubt but that upon this information, you will reserve them particularly for him & for those persons who are joining him in the payment, & are going out with, or soon after, him. I should not do him justice if I did not say that he has taken great pains to contradict every bad report re-

⁹⁹ *Ante*, pp. 211, 240.

¹⁰⁰ See especially *ante*, p. 227 (note 56).

LETTERS FROM JONATHAN DAYTON

specting your management on the tract, and speaks of you in the highest terms of commendation.

Mr Lyon has paid me 86 Dolls. Certificates on acct of the three or four small ones of his which the Treasurer would not receive & you sent back to me to get exchanged— There will now, I hope be no impediment to the registry of his warrant, as he purposes to go out with Kibbey in a few weeks.

Allow me to repeat what I have mentioned in some former letters, that [I] cannot think it will promote either your own interest, or that of the tract to hold your lands so high as $7/6$ the Acre in Certificates. Considering their appreciated state, I very much doubt whether many persons can be tempted to part with them for lands at an higher price than $6^s/0$, & I am fully convinced that it will not be consistent either with good policy or safety to do it.¹⁰¹— It seems that Denman has never yet covered with any warrant the section on which they are building Losanteville. I hear that he has been buying from Halsey & others two or three of your warrants on cheaper terms than he can get them from you or me, intending to lay one of them on that section. As he neither by this nor any other means has aided our second payment in the least, I think you would do rightly to prevent his covering the Losanteville section with any warrant but what he shall now buy from you or me, as your agent, & pay your price of $6^s/3$ or $7^s/6$ for, in Certificates, to be applied towards the next payment. You had better inform both him & me by letter of your determination in this matter, but not to mention from whom you gained your information.¹⁰²

Mr Mills is now with me & says that he has a fair pros-

¹⁰¹ *Ante*, pp. 240, 242; *post*, p. 258.

¹⁰² For the long continued disputes between Judge Symmes and Matthias Denman over payment for the site of Losantiville, see Greve, *Cincinnati*, I. 155-156.

THE SYMMES CORRESPONDENCE

pect of making payment for the land which he contracted for with you in the fifth range, as well as for Conkling's & Trembly's— Several able persons, he says, are desirous to join him in it, & I have strong hopes he will succeed. I have engaged upon the strength of it to request you to reserve the lands of them three for a few weeks until Kibbey goes down, by which time they are to make payment, if ever. If I was authorized to take 6/3 for them, they would all be taken & paid for.

Denman & Halsey do not pay for the township in the fourth range next the little Miami, as I ment^d in my letter of the 26th September they had promised to do, you can therefore dispose of it if you chuse.¹⁰³ Stelle has withdrawn the deposit of Certificates, which I wrote you he had made with the Treasurer, & has gone with them, nobody knows where.— Mr Kibbey tells me you have actually put your name on the two sections upon mill creek which I claim, lying north & northwest of the large fractional one. I cannot consent to this departure from our agreement made before you went out, by which I was to have four sections with their fractions, & hope that upon recollecting what then passed between us, you will be convinced of the justice of my claim & withdraw yours. I see by the copy of my letter of Sept^r 26th that I made you an offer to give up the section in dispute on the East of mill creek & confine myself to the west side, provided you would allow & pay me twenty shillings specie the Acre for the large & small fractional sections on the East side adjoining the Ohio. Several good judges who have viewed them, tell me that they are richly worth 20^s/0 specie on acc^t of their situation & goodness, but most especially on acc^t of their neighbourhood to Losanteville. If this be the case, how much more are

¹⁰³ For this and the following transaction, see especially *ante*, pp. 45 (note 39), 119, 236.

LETTERS FROM JONATHAN DAYTON

they worth what I ask, when, with their sale, I agree to give up my right to lay my warrants upon so valuable a one as that which lies directly north of them. You must determine upon receipt of this, if you had not done it before, whether you accept of these terms, as M^r Williams has purchased one hundred Acres in the Northeast corner of the large fraction and is to build & settle upon it immediately, if you do not take it. I have given M^r Williams notice of my former offer to you, & I wish for his sake you would decide as soon as he arrives.¹⁰⁴ If my terms do not suit you, you will not I trust delay to do me justice in the two upper sections. If you accept them, M^r Williams will be accommodated out of my other lands.

Mess^{rs} Dan^l & Raphael Hunt have never paid a shilling on their contract with me in September last, except their first payment of 1200 Dols., altho their second of 2000 Dols. was to have been paid the first of December¹⁰⁵— It must therefore be considered as void, except as to the payment of 1200 Dols. above mentioned, for which they are entitled to lands at the stipulated price & for which they have your warrants. You can best judge what measures to take in order to draw out of their hands the warrants entrusted to them by you, & still unreturned & unpaid for.

Write! Write! Write! and believe me to be &c.

J. D.

The Honble Judge Symmes—

[Endorsed:] Copy of a letter sent to Judge Symmes by M^r Joel Williams—

¹⁰⁴ *Ante*, pp. 243, 247; *post*, p. 276.

¹⁰⁵ *Ante*, p. 232 (note 67).

THE SYMMES CORRESPONDENCE

JONATHAN DAYTON TO JOHN CLEVES SYMMES

Elizabeth Town March 29th 1790

Dear Sir,

I received last week your letter of the 9th of January forwarded to me by your nephew.¹⁰⁶ I shall not answer it fully because from the perusal of yours there is great reason to believe that this will not find you at the Miamis, but that before it overtakes you, you will have reached N. Jersey.

The bearer hereof Mr Elias Crane cannot be contented to make a visit to your tract without bearing a line from me to you. He is a Carpenter by trade & thinks that a recommendation from me would aid him. I can with propriety say that he is called a very temperate & industrious young man, & that I should be pleased if you could find it to your advantage to employ him.

My letter by Capt. Williams¹⁰⁷ which I hope, will be handed to you before you enter upon your Illinois circuit will give you information about a number of things which you are interested in knowing. Among others that Mr Stelle had withdrawn his deposit of Certificates, & had gone from this to some other part of the country.¹⁰⁸ I shall do what I can to effect a sale of the lands in the fourth range, & promise myself considerable, if not compleat success in the attempt, provided Certificates do not experience another rise in their value.¹⁰⁹ They are now at 7/6, but how

¹⁰⁶ *Ante*, pp. 114-125.

¹⁰⁷ *Ante*, pp. 249-253.

¹⁰⁸ *Ante*, p. 45 (note 38).

¹⁰⁹ Dayton gave public notice that Judge Symmes had assigned to him as agent the third and fourth ranges of townships. In payments for these lands, he announced, he would accept certificates issued by New Jersey as well as those of the Federal Government, and even the indents of certificates that had already been deposited. *New Jersey Journal*, April 21, 1790.

LETTERS FROM JONATHAN DAYTON

long they will continue so, or whether, in case of change, they will rise or fall depends upon a variety of contingencies & is of course altogether uncertain.

To favor the settlement & to oblige you as well as the gentlemen in question I shall endeavour in compliance with your particular request to introduce the landwarrants of M^r Wells, Doct^r Jones, M^r Casey & M^r Brown in the third & fourth payments of the military range— They will therefore fall either in the fractional township next the little Miami or in the adjoining entire township on the west, which I have particularly set apart for satisfying those two payments; the other entire township together with the fraction on the Great Miami being appropriated to the two first payments.

As I expect you will see me before you see this letter, I shall conclude it with assuring you that I am &c.

[Endorsed:] Copy sent Judge Symmes by Elias Crane

JONATHAN DAYTON TO JOHN CLEVES SYMMES

Eliz. Town June 6th 1790

Dr Sir,

Your two letters of the 7th [9th] of January & the 30th of April I have received ¹¹⁰—the former, almost two weeks ago, & the latter, yesterday, said to have been favored by Capt. Howell.

I am very happy to learn that the Indians give you so little disturbance, & do so little mischief at your settlements between the Miamis; it is, in every point of view, a most favorable circumstance, as it seems to render your towns more secure than many in Kentucky, & may consequently induce settlers to give a preference to the Miamis which otherwise they would not.

¹¹⁰ *Ante*, pp. 114-128.

THE SYMMES CORRESPONDENCE

With respect to your being allowed to part with 50 Donation lots in addition to the 50 you have already given away, I do not hesitate to say that you may proceed to do it, & that there is no doubt but the Proprietors will confirm & approve of it.¹¹¹ You will doubtless understand me as meaning the two, three & five acre lots around the city at Northbend. I cannot speak with as much confidence as to their opinion of your proposal to make donations of thirty five acre lots at Southbend, but for my own part I think it would be highly beneficial to the Proprietors of the township, and believe they would think & declare the same, if their sentiments could readily be collected.

I fully coincide in opinion with you that the Proprietors ought to vest some of their body with discretionary powers to act for the common good as circumstances might require, who should continue on the tract that they might be the better enabled to judge of, & promote, the general interest. You may be assured that I shall strongly recommend it, as soon as I can call & bring about a meeting of them. As our legislature is sitting, & I am in Council for the present year, I shall be obliged to postpone the meeting until we rise, which will be within a fortnight. The difficulty of getting the concerned together is truly great— I shall on this occasion urge them very strongly to attend, & I hope I shall be more successful than we have been in several late attempts to convene them. I am very glad to find that you have determined upon a visit to Newyork & Jersey in the course of the present year. In the farther fulfilment of our contract, your presence here would be highly beneficial.

It is as true as it will probably be surprizing to you that Certificates have risen to nearly or quite 9^s/o specie on the pound You will therefore find it your interest to vest your

¹¹¹ *Ante*, pp. 126-127.

LETTERS FROM JONATHAN DAYTON

Cash in certificates if possible where you are, as the terms will probably be more favorable than here.

I fear you make very slow progress in your collections for the second payment, or you would not have omitted to answer that part of several of my last letters which asked for information in that particular.¹¹²

Neither the persons who contracted with you at Miami, nor those who owed you balances upon warrants, have as yet paid me any Certificates.— I have already advertised the lands in the 4th range which you left to my disposal; many are enquiring almost daily, but nobody has as yet bargained for them.

I have before mentioned, & I again mention it, that you ought from time to time to inform the Proprietors of such measures as you think will be the means of rendering the reserved township, & consequently their property more valuable— Under the disadvantages of distance, want of proper information &c. which they now experience, it is impossible for them to judge & act as rightly as you who are upon the spot. I have reason to think them willing to make exertions, gifts or considerable sacrifices; you & Capt. Brown ought to tell them when such exertions, gifts or sacrifices are wanted to give encouragement to the settlement, & how far they ought to be made.

JONATHAN DAYTON TO JOHN CLEVES SYMMES¹¹³

Dr Sir,

Sept^r 13th 90—

I begin this letter with a total uncertainty where it may find you or whether it may find you at all before I have the pleasure of seeing you in this quarter. When M^r Ludlow

¹¹² See especially *ante*, p. 227.

¹¹³ For Judge Symmes' answer, see *ante*, pp. 132-138.

THE SYMMES CORRESPONDENCE

left the Miamis, you were not, he informs me, returned from your Illinois circuit; he could not consequently tell me whether you persisted in your determination of revisiting Jersey this winter.¹¹⁴ The Secretary at war, in a late conversation relative to the western country, has rather discouraged those expectations which, from the tenor of your two last letters, I had formed of seeing you shortly—The decisive measures which the President of the U. States has thought proper to adopt in order to quiet or to quell the restless & disaffected tribes of Indians in your neighbourhood & to drive back or destroy their straggling parties & banditti which harass your settlements & infest your roads & waters, will, (he thinks) need the presence of the officers of the government. Your attendance here is very desirable, but I am also aware that your continuance where you are, will be highly useful (if it is not absolutely necessary) both as it respects our particular tract or purchase & the government generally on that side of the Ohio—

You will be astonished when I tell you that Certificates have risen to 12/9 on the pound, & you will now believe (I fear too much to your loss) what I have been repeating in my letters from time to time, viz. that it would not answer to sell your lands for specie upon a credit, but that if you sell for specie you ought to insist upon the Cash being paid at the time of contract, in order to it's being immediately vested in Certificates. You ought not now, considering the present price of the public debt, to think of asking less than 3/6 per acre in Cash, & if you give a term of credit, not much, if any, less than 4/0.¹¹⁵

Several families are now going, & very many preparing to go out to your tract this fall; among others is a Mr Moses Miller who will probably be the bearer of this let-

¹¹⁴ Judge Symmes had returned from the Illinois country by November, *Ante*, p. 132.

¹¹⁵ *Ante*, pp. 240, 242, 251.

LETTERS FROM JONATHAN DAYTON

ter. He is a kinsman of mine & has requested me to write to you in his favor— You will find him to be a steady, sober, industrious & well informed person, & I will thank you to give him every aid & encouragement possible when he arrives upon the ground. He has been remarkable among us (young as he is) for the facility & certainty with which he acquires an influence over the labouring class of people among whom he at any time resides.

Colo: Spencer is also preparing in earnest to take out his family & is determined, as he assures me, to be with you this fall ¹¹⁶— Many will follow him immediately & in the spring, both of those who have already bought & of those who intend to become purchasers with you.

You will have heard before this that Congress have not agreed to the proposition of holding up their western lands for sale at twenty or thirty Cents the acre. We have had some difficulty in counteracting & frustrating so unwise & unfair a proposal—unwise, as it respects the diminution of the public debt & unfair as it affects the contracts which are already made.¹¹⁷

I am sorry to acquaint you that I have not yet been able to sell a single acre in the fourth (township), range owing in the first instance to the proposition I have just ment^d for lowering the price of unsold western lands to thirty Cents, &, since that has failed, owing as I conceive, to the advanced price of Certificates.¹¹⁸ I would propose to you therefore to reserve no more than the three lower tier of sections for me to dispose of in the fourth range from the great to the little Miami, & that you would endeavour to dispose of the three upper tier to the best advantage.

The failure of all the contracts between yourself & sundry individuals, copies of which you forwarded to me, renders

¹¹⁶ *Ante*, pp. 101, 217; *post*, p. 264 (note 126).

¹¹⁷ *Ante*, p. 152 (note 208).

¹¹⁸ *Ante*, p. 254 (note 109).

THE SYMMES CORRESPONDENCE

me unable to make payment to Gen^l Ogden as you requested & he expected.¹¹⁹ He is exceedingly pressing for the whole balance & is not willing to wait the slow paym^{ts} of three & four pounds which I make as fast as I receive them. If you would immediately draw an order for me to receive & direct me to appropriate, to his use your quarter's salary amount^g to £75. .0 I will immediately make up to him what may remain unpaid besides of the £170—0.0. If you enclose your letters for me under cover to the Secretary at war, they will always come safely & free from the expences of postage which on some of them are very high. I have received the two drafts upon the Treasury forwarded to me by M^r Wells, & am promised the mony next week.

I shall write to you soon again & am D^r Sir

Yours—

JONATHAN DAYTON TO JOHN CLEVES SYMMES

Eliz. Town Sept^r 25th 1790

Dear Sir,

As it is more than possible that you have deferred until the spring your intended jaunt to Jersey, I have ventured to write you another letter directed to the Miamis.¹²⁰ I Wish to be informed how I am to act where persons call for the Indents due on Certificates which appear to have been paid in to you for warrants but were not among those deposited with the Board of Treasury on acc^t of the first payment.— Supposing there would be but very few of that description, I did not hesitate at first to advance my own Indents, & indeed continued to do so until I had no more left. I have been obliged latterly to stop payment of Indents to those whose Certificates were not paid to the Board, for it is on those only which were paid in that I

¹¹⁹ *Ante*, pp. 121, 231-232, 238, 248.

¹²⁰ *Ante*, p. 128.

LETTERS FROM JONATHAN DAYTON

have received the Interest. As you have given no counter information or directions to me in these particular instances, I shall take it for granted that the Indents are due to the individuals who gave in the Certificates & shall proceed in paying them accordingly as soon as an office is opened for the issue of Indents, unless in the meantime I shall hear otherwise from you. M^r Rhea has paid me the surveying & registering fees for his two sections of land & wishes that they may be registered immediately. Denman has paid me £3. .6. .8 Jersey mony towards the fees of a warrant belonging to, & in the name of, Jona: Skinner, as you will see by my rec^t which will be sent you. I told him at the time of it that you would require specie, & I now inform you that the difference between Jersey & hard mony was such as to leave 14^s/8^d still due to you to make it equal to £3. .6. .8 specie.

You will see in the other letter which Capt. Williams takes to you the resolves of the Proprietors in consequence of your letters & recommendations. I confess I was disappointed at finding that the 100 Acre lots applied for by me & others at the back of the city had not been laid off to us, and in consequence thereof & at the particular request of the Proprietors have consented to relinquish & to throw back into the common stock one of the two single 100 acre lots which I had bespoken.¹²¹

I am sorry to acquaint you that Capt. Jacob Winants¹²² seems very much dissatisfied with some unfair management he thinks has taken place respecting the location of a warrant he had bought of you upon a section at or near the forks of mill creek which he says you agreed expressly that he should have, but which has been since covered by a warrant of Isaac Winants & so registered. The father of Capt. Winants has also an interest in the warrant & is very much

¹²¹ *Ante*, pp. 108-109, 129.

¹²² *Ante*, pp. 125, 223.

THE SYMMES CORRESPONDENCE

in earnest to have this mistake rectified— They are both men for whom I have a particular respect & esteem, & I should consider it as a favor done to me if you would make enquiry into the transaction & set the matter right.

Capt. Joel Williams also thinks himself rather hardly dealt by, in having had the section which he first selected on Mill creek taken from him by a Mr McClure, & after that the section which you permitted him to locate in lieu thereof upon the Ohio, taken up by Mr Stites. He appears willing to accommodate the matter & will I believe agree, if neither of those two can be restored to him, to accept one of as good quality in the College township or one of those which Tindal & Stout contracted for. I mention these things because I would not wish that any body, & least of all those whose families have much influence here, should declaim against the management of matters on the Miami tract or be dissatisfied with you.¹²³

I mentioned in a late letter by Lieut. Ford the rise of Certificates here to 12/6 & 12/9 per £—& informed you that you would lose if you asked for your land less in specie than 3^s/o Proc.¹²⁴ unless Congress should (which is not improbable) facilitate our payments hereafter by admitting those Certificates which will be issued for Indents under the new funding system and will bear an interest of three per Cent.

I am obliged to conclude & am in haste Yours

J. D——

P.S. The bills drawn upon the Paymaster in N.York & sent me by Mr Wells have been accepted & paid —

[Endorsed:]

Copy sent Judge Symmes—

By Capt. J. Williams—

¹²³ *Ante*, pp. 224-225.

¹²⁴ *Ante*, p. 258.

LETTERS FROM JONATHAN DAYTON

JONATHAN DAYTON TO JOHN CLEVES SYMMES

Dear Sir,

Eliz. Tow sept^r 28th 1790

Joel Williams is now with me and is about to depart in a few hours for the miamis He informs me to my astonishment that he knows of Eight sections having been located by sundry individuals, in the fourth range exclusive of Boudinot's five which ware the only ones Excepted by you when you transmitted me the Power & request to make sale of that rang.¹²⁵ I should have supposed Mr. Williams mistaken if he had not gone further & said that they were thus Entered upon your Book of registry This being the Case I shall refuse to sell in Either of the two tiers of sections pointed out by him until I have further Advice from you, for it would [be] productive of much inconvenien[ce] to you great detriment to our tract and very Considerable dissatisfaction to the persons affected by it & theire friends, if you shoul in Consequenc of my Sales here be forced to remove their locations or those of any other purchasers. I pray you to write to me Immediately on thes Subject and believe to be

Sincerely yours

[This is not in Dayton's handwriting, but it has been endorsed by him as follows:]

Copy sent Judge Symmes Sept^r 28th 1790

JONATHAN DAYTON TO JOHN CLEVES SYMMES

Dr Sir,

Eliz. Town Oct^r 9th 1790

As it is my wish to hear from you by every opportunity, so I am unwilling to suffer any of my neighbours to depart for the Miamis without giving them a line to you. Colo:

¹²⁵ *Ante*, pp. 120-121, 254.

THE SYMMES CORRESPONDENCE

Spencer & M^r Mills ¹²⁶ with their families will commence their journey on monday with a determination to spend the remainder of their days upon your tract. I am still in doubt whether you will be on your way to Jersey or with the troops among the Indian towns when they arrive, & therefore I consider this to be writing *at* you rather than *to* you.— I informed you in a former letter ¹²⁷ that Colo: Cumming, M^r Hedden & M^r Boudinot had taken out warrants for the Certificates loaned you by them towards the first payment— They have been urging me very often for the Indents & I have at length agreed to advance them on your acc^t out of my own as soon as I can draw what are due on mine. Colo: Cumming has empowered me to dispose of as many of his Indents as will produce mony enough to pay for the surveying fees of three sections & three quarters, as you will perceive by a Certificate of mine to that effect which will accompany his warrants & be presented when they are offered for registry. There will now I conclude be no bar to their being immediately registered, because the Colo: requires no longer credit for the mony than you have to pay the Indents.

You may recollect in one of my first letters to you I informed you that for want of landwarrants, (owing to the defect & insufficiency of the vouchers or powers of Attorney which you had directed to be taken in my name from the Officers & soldiers, the greatest part of which were rejected by General Knox) I had applied some of the Certificates deposited by you to make up the deficiency in the

¹²⁶ It is interesting to note that Colonel Spencer first went out West in 1789, and then, after coming back to New Jersey, he decided to follow the example of his friend, Judge Symmes, and to locate in the Miami country. *Ante*, p. 101 (note 120), pp. 217, 229. Mr. Mills, another resident of New Jersey, followed a similar course. *Ante*, p. 251.

¹²⁷ *Ante*, p. 248.

LETTERS FROM JONATHAN DAYTON

warrants and to compleat our first payment¹²⁸— Ten sections in the military range, I informed you, would in consequence thereof be yours— I made out the warrants at the time I wrote you & have within a few days made a draft for you in the lots of sections. From M^r Ludlow's description of the land & of it's situation, it has proved to be a very fortunate draft indeed, in so much so, that I am induced to believe that Ten sections of land superior in quality could not be picked throughout the range. M^r Wade has offered to take the whole of them to repay you the first cost, & to give one shilling per Acre in addition in Certificates. I have promised to write to you upon the subject & to request your answer immediately. I could wish your determination by the first post or Mail as M^r Wade proposes to purchase in the fourth range if he does not buy yours in the third. There is one of them which I could wish to buy of you as I own the fraction between it & the river— It is the one numbered *twenty four* in the third township, is in the upper tier of sections & about half a mile from the river— Let me know immediately what you will take for it in Certificates or in specie or in lands of mine down upon the Ohio & near Mill creek, as I wish to have the refusal if you dispose of it.— Colo: Spencer has applied to me to lay his warrants for three sections which were located in the fifth range upon three of yours in the military range, but as I had no authority to make such a change and disposition of them, I have referred him to you. M^r Carpenter, after advising with M^r Ludlow, made a similar application to me & I have given him the same answer. Either Colo: Spencer or M^r Mills wil^l have the charge of your ten warrants with the particular sections they have drawn endorsed on the back of them. If M^r Gano has a map

¹²⁸ This letter cannot be found. Ed.

THE SYMMES CORRESPONDENCE

similar to the one given me by M^r Ludlow, you can at once see where each of them lies. So very winding is the river Miami at the third range that the three first townships adjoin that river, but the township numbered One consists of no more than three small fractional sections.

Shares in the reserved township are now currently selling for £200 ¹²⁹ I have the privilege of a half share, & will if you chuse give you that & my large fractional section containing about 625 Acres (adjoining the East boundary of the reserved township on one side & the Ohio at it's South-east corner) in exchange for your two sections in the Military range numbered *twenty three* & *twenty four*, provided you signify your acceptance of this offer by December next.

I am induced to make you this offer because you complained in one of your letters that no shares were left you in the reserved township nor any lands any where upon the Ohio, to dispose of, and because your two sections that I have pitched upon, adjoin mine.¹³⁰ You will doubtless have heard before this reaches you that the New England or Ohio company have sold all the lands contained within their purchase from Congress (except such as individuals took & kept for themselves) at the extraordinary price of a French crown per Acre, in Paris.¹³¹ The company on their part stipulate to take the Frenchmen who come over to settle on the land, at their place of landing in America & set them down upon the tract free from any expence for provision or transportation from the moment of their landing upon our coast to that of their landing upon the Scioto ground & for some short time afterwards. About six hun-

¹²⁹ *Ante*, p. 229.

¹³⁰ *Ante*, pp. 117-119.

¹³¹ The reference is to the Scioto Company which fathered the French colony at Gallipolis. See especially *Quarterly*, Ohio Hist. and Phil. Society, V. no. 2.

LETTERS FROM JONATHAN DAYTON

dred of them went from hence some time since in two bodies, and are by this time, I presume, arrived at their place of destination.

I have written as far and as long as my paper and time would admit, and have only enough of each left to assure you that I am Your sincere friend &c. J.D——

The Honble Judge Symmes—

[Endorsed:]

Copy sent Judge Symmes

by Colo: Spencer & M^r Mills—

JONATHAN DAYTON TO JOHN CLEVES SYMMES

[Miller, *Cincinnati's Beginnings*, 202-207]

Dear Sir—

Philadelphia, May 6th, 1792.

I am just informed that Capt. Mills will leave this place to-day for the Miamis, and I would not willingly neglect the opportunity, although the time afforded me is so short as to prevent my being as particular as I should wish. A resolution has passed both houses to adjourn to-morrow for the session, and to meet again in November next. No land office bill has been passed, and, of course, yours and the Ohio company's will be the only lands which can be exposed for sale, these eight months, at least, on your side of the Ohio, and I should suppose that the superiority of yours over theirs will enable you to ask and receive a higher price.¹⁸² In a letter which I wrote last Friday, and sent by post, I enclosed a short bill which Congress had passed, to authorize the President so to vary the contract as to make the Little Miami river, the eastern boundary. This is very

¹⁸² Since Congress had failed to pass an act regulating the public lands, they could only be sold under the conditions of the Ordinance of 1785, at not less than \$1.00 per acre, payable in specie or U. S. certificates. Treat, *National Land System*, p. 398, and Chs. III & IV; *ante*, p. 152 (note 208).

THE SYMMES CORRESPONDENCE

satisfactory to Mr. Benjamin Stites, who is now here, and will doubtless prove extremely agreeable to the settlers at Cincinnati, Columbia, etc.¹³³ I also enclosed a copy of a bill passed in favor of the Ohio company for the conveyance of the lands which they have paid for, or shall pay for within a certain time, or grant under certain conditions.¹³⁴ They labored very earnestly to have a right of pre-emption to the residue at twenty-five cents, or a quarter-dollar specie, but the Senate would by no means agree to it, although the House of Representatives did, under condition that they should allow interest from the day on the sum which the remainder of their purchase would fetch. The senate had resolved to sell none of the Western lands at less than the third of a dollar, and they accordingly first struck out twenty-five and inserted thirty-three and one-third cents, and afterwards struck out the whole clause, being determined to give no one a right of pre-emption, nor to sell any lands but for cash or prompt payment, nor even for cash until after next session. While this bill was in its progress, I was confined to my room and bed with a broken leg. Mr. Boudinot made a motion to have a provision for your tract included in it, but was opposed by the New England members and failed. After this bill passed, I was alarmed from an apprehension that this session would end without anything being done to secure our titles, in which case, I was sure that there would not be persons wanting, both in Kentucky and at Muskingum, to make known the insufficiency of our title, in order to check our sales and settlements. As soon as my leg was so much better that I could use crutches, I attended the House and introduced a resolution in your

¹³³ This act, signed May 5, 1792, was the authority under which the President was later to issue the revised patent of September 30, 1794. *Annals of Congress*, 3, 1357; *ante*, p. 147 (note 201), p. 163, *post*, pp. 271-274.

¹³⁴ This act sanctioned a deed for 314,285 acres, in addition to the original patent for 750,000 acres. *Annals of Congress*, 3, 486, 487, 558.

located on the S.E. quarter No. 41 in the 4th Section in Sec. 10, T. 10 N., R. 10 E., 10th 20

MIAMI LAND-WARRANT.

No. 231

MIAMI LAND-WARRANT.

THIS entitles *Mr. Joseph Land*

his Heirs or Assigns, to locate one quarter of a Section, in which the Fee of 160 Acres shall pass, subject to the Terms of settlement.

Dated the

30 Day of April A.D. 1783

Signed by *John C. Green*

Counterigned by.

Benjamin J. Gales

LETTERS FROM JONATHAN DAYTON

favor, which I got referred to a committee, and as chairman, reported a bill, a copy of which is enclosed. Our House passed it as it is printed, but the Senate amended it agreeably to what is marked and written with the pen. The committee of the Senate had struck out the whole of the second section, and it was not without the utmost difficulty, and the strongest assurance from me, that the army warrants were to be paid by me, who was military agent, and not by you, that I could prevail upon them to re-instate it. They said that the 36,000 which I had already covered with military warrants, bore a greater proportion to the sum we had paid in certificates than the 214,285 which the Ohio company were allowed to cover, bore to 500,000 which they had paid in certificates. The bill is happily passed as amended by the Senate, and the President has approved it. A township is given us for the purposes of an academy.¹³⁵ This was as much as could be obtained, and even that met with considerable opposition. I wish you to point out the particular township, which must not be higher than the fourth range, and should not be one in which you have disposed of any of the sections. I think that the quantity of lands for which, by the law last passed, we are to have a title, will carry us into the fourth range, but not into the fifth. If, therefore, you have sold any lands above that range for 2/6 specie per acre, as I am told is the case, you would do well to get a release from the bargain, for you may be assured, that, whenever a land office is established, and the lands above you offered for sale, they will not be put at less than thirty or thirty-five cents, and will probably be bid up higher.

As I think it probable you have sold more of the lands than your certificates which were lodged amount to, I would propose to you the following terms, which, if you should

¹³⁵ *Annals of Congress*, 3, 1373-1374.

THE SYMMES CORRESPONDENCE

accede to, will ascertain the precise ground on which we should proceed in future without clashing or interfering with one another. Of the number of acres for which payment was admissible in land warrants, I had paid for 36,000, and there still remain, as you will see by the law, 106,857 acres to be paid for.¹³⁶ If it be your wish to take 60,000 acres, either to cover the sales already made by you or to enable you to sell to others who may hereafter apply and wish to become settlers, I will pay for them and let you take them either at the rate of a quarter of a dollar absolutely, or if you prefer it, at the rate of one-fifth of a dollar in the first instance, and in addition allow me one-third part of the advance, which you shall make and obtain in the sales of those 60,000 acres over the one-fifth of a dollar each.

I do not know, nor can I learn, where any land warrants to any amount are for sale, although I have had diligent inquiry made. The late alarming and general failure at New York accidentally threw into my hands about 65,000 acres which had been collected by one of the brokers there, and which otherwise he would have kept or vested in lands. This very fortunately took place a few days before the Ohio Company bill passed, and since that event they are applying every where for warrants to make up their complement. If you accept either of my propositions, I could wish that you would transmit to me by means of good bills as much money towards it as you can conveniently spare, as I am to make payment for the warrants in a few weeks. I hope to have your answer immediately, whether you embrace my proposals or have others to make, in which latter case I should wish you to give me an option of two at least. As I have the warrants in possession, I should ex-

¹³⁶ Under the contract of October 15, 1788, one-seventh of the total number of acres, or 142,857 acres, could be paid for in military warrants issued to the Revolutionary soldiers. *Annals of Congress*, 3, 1357; *Am. State Papers, Public Lands*, I, 128; *post*, p. 272.

LETTERS FROM JONATHAN DAYTON

pect to make the whole of the payment admissible therein. This will relieve you from the inconvenience (to which you would otherwise be subjected) of being called upon by those who paid certificates for lands at 5/0, to have an allowance on account of the next payment being facilitated to you, which can only be said to be done for the accommodation of the military. When you write between this time and November next, direct to me under cover to General Knox, the Secretary of War, unless you have direct opportunities by persons coming immediately to Elizabeth. Send me duplicates, and even triplicates, of your answer, as I shall do in this instance. I shall write again by Saturdays mail.

JONATHAN DAYTON TO JOHN CLEVES SYMMES

[Miller, *Cincinnati's Beginnings*, 207-211]

Philadelphia, Nov. 19, 1792.

Dear Sirs—

It has been matter of the utmost surprise, as well as embarrassment to me, that I have not received any letter from you in answer to three which I sent you last April and May, respecting the Miami tract.¹⁸⁷ The two acts passed by Congress, at their last session, the one "for ascertaining the bounds of a tract of land purchased by John Cleves Symmes," the other, "authorizing the grant and conveyance of certain lands to John Cleves Symmes and his associates," were enclosed in those three letters and sent by different mails, in order that one at least might be more certain of reaching you. Whence can arise this indifference and neglect in an affair so highly interesting, not only to ourselves, but to very many others? I waited your answer and direc-

Ante, pp. 267-271.

THE SYMMES CORRESPONDENCE

tions until Monday, the 5th of this month, which was the last day allowed for making payment under the act, as it was exactly six months from the time of its passing. Not hearing from you, I thought it advisable to deposit with the Secretary of the Treasury, on that day, warrants sufficient to pay for 106,857 acres, in addition to what has been already paid for, viz: 141,683 acres, making in all 248,540 acres, exclusive of a complete township to be given in trust for the establishing of an academy and public schools. The President of the United States, the Secretary of the Treasury, and the Attorney-General determine that we must be confined to the original boundaries in the contract until you or your agent and associate duly authorized for that purpose, have applied and agreed, as mentioned in the first act, to alter the contract agreeably thereto.¹³⁸ They think my letter of agency insufficient for the purpose, and I am not displeased with it, as it will afford me time for taking your opinion and instructions as to several points, particularly where the academy township shall be taken, and how much of the land purchased by this last payment made by me, you wish reserved for you. The applications from officers and soldiers, and others holding warrants, were numerous and pressing for admission, but I have, for some time past, suspended any decision with respect to them until I can hear from you. The present session of Congress will probably terminate by the 20th of February, and certainly by the 3d of March. I shall expect sufficient powers from you duly proved or acknowledged before that time, authorizing me, as your agent and associate, to do what is required in the acts entitled as before mentioned. In the discussion that

¹³⁸ This statement explains the delay in securing the patent until September 30, 1794, and also the necessity for Judge Symmes' trip east. He was in Philadelphia in July, 1793, and probably remained east until the fall of 1794. *Am. State Papers, Public Lands*, I, 128; *ante*, pp. 163, 166, 201 (note 11).

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has taken place between the President, the Secretary of the Treasury and myself, it was intimated that you ought to relinquish the contract entirely before you took advantage of the acts in your favor. To that idea I by no means acceded, but insisted that nothing more was or could be required than that an alteration should take place only as to the particulars pointed out in the law.

As the Attorney General of the United States will decide on the fullness and sufficiency of the powers you may send me, it is quite uncertain in favor of which opinion he will determine. I would therefore recommend that you send me two, the one confined to the precise alterations expressed in the two laws in order, that, seeing the limitation of my power, they may not press me to give up the contract utterly. If this succeeds, as I trust on fair discussion it must, it will be better not to show them the other; but in case of its being rejected (which I know will be attempted on account of the vast danger and expense that will for some time yet to come attend the running of the lines of the whole million) it would be better to have a more full and unexceptionable one to produce than to lose the benefits of the two acts of Congress, I am to have until the rising of Congress to avail myself of my late deposit of warrants, or to withdraw them and adhere exactly to the contract, under which we shall not be entitled to a deed until the second payment in certificates be made. I must entreat you on your account, as well as on account of those concerned with you, to turn your attention immediately to this business, and either come yourself or forward the powers without the least delay. Will you have any objection to the deed's being taken out in your and my name? As at least half the payment will be made by me individually, or as the military agent, there would seem to be a propriety in our names being associated in it, especially as it is expected by the mili-

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tary gentlemen and others holding their warrants, for whom I act, and as there would doubtless considerable advantage arise from one of us being in that, and the other in this country. The members of Congress generally represent Atlantic States, and I think I can discover in every session a stronger aversion to the encouragement of new settlements and the sales of lands over the Ohio, as the emigrations in consequence thereof, operate to diminish the numbers and strength of those States from which they come. I deem it fortunate that the laws with regard to the Miami Purchase passed the last session, and I very much doubt whether a land office bill can or will be carried, but if carried I am convinced that they will be fixed at such high prices as to render it ineffectual. You promised long since to send me an exact statement of the sales of lands made by you in the reserved township, on acc't of the proprietors, the product of such sales, and the balance due each share, on account thereof. I hope you will do it immediately, as your neglecting it hitherto has occasioned considerable uneasiness and discontent. You will see by the law that the township given for the establishment of public schools is to be a gift in trust only; it will be therefore necessary that a particular one be designated in which no land is owned by any individual. You may possibly prefer a deed's being given in your own name for all the lands which the certificates pay for, and in my name for the residue that has been covered with land warrants, to the other proposition of having our names jointly in a general deed; if so, inform me where you would wish yours to be taken. I have enclosed copies of my letters to and answers from the President, and of the official opinion given by the Attorney General with respect to the sufficiency of my powers under your letter of agency. In your new powers you must con-

LETTERS FROM JONATHAN DAYTON

sider me not only as your agent, but your associate; in which latter character I have made the deposit of military warrants, the other not being acknowledged.

JONATHAN DAYTON TO JOHN CLEVES SYMMES

[*Draper Mss.* 3WW, no. 49]

January 10, 1795.

[Some dispute between Dayton & Marsh—Marsh had said, that Judge Symmes had said Dayton had cheated him, &c.] ¹³⁹

JONATHAN DAYTON TO JOHN CLEVES SYMMES

[*Draper Mss.* 3WW, no. 50]

March 14, 1795.

[Respecting Daniel Marsh's false electioneering reports.] ¹⁴⁰

JONATHAN DAYTON TO JOHN CLEVES SYMMES

[*Draper Mss.* 3WW, no. 51]

Elizabethtown, March 16, 1795.

[On business—] M^{rs} Ridley has sent to my care a letter & bundle for M^{rs} Symmes, [—Judge Symmes had then married his third wife it seems— He was now "at the Miamies."] ¹⁴¹

¹³⁹ *Ante*, p. 167.

¹⁴⁰ *Ibid.*

¹⁴¹ Judge Symmes was probably married to his third wife, Susanna, daughter of Governor William Livingston of New Jersey, during his Eastern trip in 1793-1794. *Ante*, p. 272 (note 138); *Proceedings*, New Jersey Hist. Society, 2d. Ser. 5, 231 (note 2).

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JONATHAN DAYTON TO JOHN CLEVES SYMMES

[*Draper Mss.* 3WW, no. 53]

June 6, 1795.

—If any person should wish to know from you, Sir, my price for the third Propriety, you are at liberty to inform them it is 1200 dollars, & that even at this rate the cash must be paid me before December.!!—¹⁴²

By Mr Abijah Hunt

JONATHAN DAYTON TO JOHN CLEVES SYMMES

[*Draper Mss.* 3WW, no. 61]

Philadelphia, March 18, 1796.

[Business & an angre parlé.]¹⁴³

JONATHAN DAYTON TO JOHN CLEVES SYMMES

[*Draper Mss.* 3WW, no. 62]

Philadelphia, April 9th 1796

[Business and quite wolfish]

JONATHAN DAYTON TO JOHN CLEVES SYMMES

[*Draper Mss.* 3WW, no. 66]

Elizabethtown, October 15, 1796.

[On Business— General Washington having declined a reelection, a new President will be presented to us on the 4th of next March—either Mr Adams, Mr Jefferson, or Mr Pinckney will be the man.

¹⁴² This letter is answered in *ante*, pp. 171-175.

¹⁴³ *Ante*, p. 182 (note 248).

LETTERS FROM JONATHAN DAYTON

JONATHAN DAYTON TO JOHN CLEVES SYMMES

[*Draper Mss.* 3WW, no. 67]

November 7, 1796.

[Quite smooth and courteous]

JONATHAN DAYTON TO JOHN CLEVES SYMMES

[*Draper Mss.* 3WW, no. 68]

Philadelphia, December 10, 1796

[Judge Symmes was then in Philadelphia, as appears also by the contents of the letter, which is altogether on business.]

[Endorsed:] copy sent Judge Symmes at N^o 244 North Front Street.

JONATHAN DAYTON TO JOHN CLEVES SYMMES

[*Draper Mss.* 3WW, no. 69]

Arch Street, December 20, 1796.

[Judge Symmes still in Phil^a—on business.]

PART III

MISCELLANEOUS

JOHN CLEVES SYMMES TO THE PEOPLE OF KENTUCKY ¹

[Copy of *Public Notice*, *Papers of Continental Congress*, no. 150, vol. 2, fos. 417-421, Ms. Division, Library of Congress]

The Subscriber, intending soon to return to New York with a view of soliciting the honorable the Congress of the United States for a grant of lands on the banks of the Wabash River above the french grants at Post St. Vincents [Vincennes] begs leave to submit to such of the respective inhabitants of the district of Kentucky as may have views of emigrating into that part of the world the propriety of the measure after taking into consideration the following circumstances.²

There are many citizens within the United States especially on the Atlantic shores, and no doubt some in the district of Kentucky who altho they have contributed all in their power to serve their country as well in the field as with

¹ This notice from Judge Symmes, General Harmar enclosed in a letter to the Secretary of War, which was later forwarded for the information of Congress. H. Knox to the President of Congress, August 1, 1787, *Papers of Continental Congress*, no. 150, vol. 2, 427.

² Doubtless the fact that Judge Symmes sent out this notice before he had secured title to the land, accounts partially for the suspicion with which Congress regarded his plans. *Ante*, p. 198 (note 3). It was issued during his trip to the West in the spring and summer of 1787, and from the context it would appear that he had gone up the Wabash above Vincennes on this journey. Compare with this notice, the Trenton Circular. See *post*, p. 282 (note 3).

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supplies during the late war have not as yet been able to obtain that compensation from the public which is their due whereby they are subjected to many difficulties and in some instances families are brought to distress.

These and many other good citizens who have no estates in lands, but are willing to become purchasers of the United States, have been waiting from year to year in expectation that a door would be opened by Congress to let them into the federal country North West of the Ohio river, where the former would be allowed lands to the amount of their demands against the United States and the latter to the value of the property they could produce in payment.

This however has not hitherto been done, for altho the Geographer general has been out with his Surveyors two summers past, he has not succeeded in laying out the country into townships by reason of the hostile disposition of the Indians. It is therefore expected on good grounds (Such are the communications from New York) that the System will be changed, and an office opened at that city for the sale of the federal lands, and that adventurers will be allowed to take out land warrants at their pleasure, and locate for themselves.

But if this measure should not be adopted by Congress, it is expected that garrisons of federal troops will soon be established on the head waters of the Wabash and other rivers discharging into the Ohio, in which case supplies must be furnished with great difficulty, unless husbandmen are also allowed to settle on the banks of these rivers where provisions may be raised in abundance and will come cheap to the garrisons.

This consideration added to many other good reasons it is hoped will induce Congress to lend a favorable ear to the petition of the Subscriber who mean^s not to solicit a grant merely for himself, but on behalf of all those who will

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signify to him their wishes to become adventurers and will subject themselves to a proper system for safe settlement and the government which it is expected will be established by Congress.

In order that those inconveniences be avoided which prove so pernicious to the district of Kentucky it is proposed that no adventurer shall engross to himself more land in any one body or tract than three hundred acres, and that no two tracts of an individual be nearer than two miles of each other. This measure, with a few picketed towns and villages will add to the security of the country and render it quite safe against the savages.

As soon as the success of the Subscriber's application to Congress shall be known to him, he means to return without loss of time to the falls of Ohio, with a considerable detachment of citizens from New Jersey and other parts of the United States when it will be expected that all those who intend to honor him with their company into the federal country will rendezvous at Louisville with such supplies of provisions, arms, ammunition and implements of husbandry and tools for mechanism as they may have it in their power to provide, at least with ample sufficiency for themselves. It will also be necessary that they be provided with proper boats and cannoes for transporting their provisions and baggage up the Wabash. Artillery and military stores that may be necessary will be provided by the Subscriber for the immediate defence of the settlement. .

It is proposed that the women and children be left at Post St. Vincents until a lodgement be effected and a town fortified at the first eligible tract of country above that place.

Those who think proper to become adventurers are requested to send in their names either to Colonel Richard C. Anderson at Louisville or to Capt. Robert Breckenridge on

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Beargrass with whom the Subscriber shall do himself the honor of corresponding on this subject, or to any other gentlemen in the district who will kindly take the trouble upon themselves, and be so obliging as to communicate the success of these proposals to their humble servant the subscriber, who will answer their letters with pleasure and inform them how the business proceeds.

A subscription with a very short preamble is all that will be necessary as nothing binding on any one is intended, in case they should not persevere farther than propriety of conduct and good order while they consider themselves of the company.

It is impossible to ascertain any particular time for the movement. Let every person be making himself ready all in his power by the arrangement of his business. If the Subscriber lives he will not lose sight of this object. Perhaps the ensuing fall or next spring may bring matters to a conclusion, and the settlement be effected.

John Cleves Symmes.

Beargrass—

May the 29th, 1787.

MIAMI LANDS FOR SALE

[Advertisement, *Brunswick Gazette and Weekly Monitor*, January 8 & 22, 1788]

New Brunswick, New Jersey

Jan. 8, 1788.

The subscriber having succeeded with Congress in obtaining that most excellent tract of land on the northwest bank of the Ohio, between the great and little Miami rivers, begs leave to state some particulars to those gentlemen who

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may not meet with a small pamphlet already published on the subject.³

In the first place it ought to be observed, that no dispute respecting titles in the first instance, can possibly arise, these will be clear and certain, as the whole purchase will be surveyed into sections of one mile square, and every line well marked, and the sections numbered, and every number which may be sold shall be recorded to the first person applying to the subscriber therefor. The land is allowed (all circumstances considered) to be the best tract in the federal country: It lies in north latitude thirty-eight degrees, and the same with Virginia. Horses, cattle and hogs can live well in the woods, where there is abundance of food through the winters, which are very moderate: Every kind of grain and vegetable raised in the middle states grows here, with the addition of cotton and indigo, which may be raised in sufficient quantities for family use. The land is generally free from stone and a rich, easy soil for tillage. There are no mountains and few hills, so that the country for the most part is level! It is extremely well watered throughout, and surrounded on three sides by rivers navigable in the boating seasons: Vessels may be built here of two hundred tons burden, and being fully freighted may be navigated with safety to New York, or any other sea-port. The finest timber of every kind known in the middle states, with many other sorts of more southerly production, grow in plenty here, but there is very little underwood or brush. Millstones and grindstones are found in some of the hills. Wild game and fish may be taken in abundance. Salt is now made to any quantity, in Kentucke, opposite this tract on the south-east side of the Ohio, where seven counties are

³ This pamphlet "To the Respectable Public," was issued at Trenton, New Jersey, November 26, 1787, and has been printed in the *Quarterly*, Ohio Hist. and Phil. Society, V, 82-92.

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already considerably settled and where any number of neat-cattle may be had very cheap.

A plat for a considerable town will be laid out in the spring, on the point of land formed by the Ohio and great Miami; the lots will be 60 feet wide and 120 feet deep, and every other lot, beginning at a corner and numbering the lots around every separate square shall be given freely forever to any person who shall first apply for the same, and build even a log-house thereon within two years after the first payment made to the treasury board, and live, or keep some family therein for the first three years after building; and every such person shall have the privilege of cutting gratis on the subscriber's adjacent lands as much timber for building, as he shall have occasion for in three years from the time when he begins to build. This town will be fortified and garrisoned with continental troops. The farmers profits here must be great, as horses and oxen may be raised free of expense, save a little salt which is cheap; and they may be drove to Philadelphia for less than four dollars a head. The subscriber is of opinion that if the excellence of this country was fully known, thousands would soon emigrate thither, especially young men, and others who have little or no land. The price of the land is five shillings prock or two-thirds of a dollar per acre in certificates, which must be paid to the treasury-board, and which for the better security of the purchasers, if they chuse, may be deposited in the hands of the loan-officer of the states of New York, New Jersey, or Pennsylvania and his receipt for the contents to be credited to the subscriber by the honorable the commissioners of the treasury-board, shall be received in the purchase of a land-warrant, preferable to the original certificate: And one penny farthing per acre in money to defray the surveying and other expences. Certificates to any amount may be had cheap at the brokers in New York and

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Philadelphia. Any industrious, sober person or family of good characters who will go and settle on the land in the course of the present year, and may not be able to provide themselves with bread-corn, after coming on the ground, until the same may be raised; the subscriber will furnish such persons with indian-corn wherewith to make their bread for six months, at his expence, provided they reimburse him the full of such expence, with interest, either in money, or in grain or labor, at a price to be agreed between the parties; and that within two years after such supplies are furnished; in which time the same may be replaced with great ease from the produce of the sale.

John Cleves Symmes.

New Brunswick
January 1, 1788.

P. S. Land-warrants may be had of the following gentlemen viz. Edward Fox, Esq., Philadelphia. Michael D. Henry, Esq., New York, and in New Jersey of Joseph Bloomfield, Esq. Burlington; Eli Elmer, Esq. Cumberland; Franklin Davenport, Esq. Gloucester; Samuel W. Stockton, Esq. Trenton; Richard Stockton, Esq. Princeton; Johnathan Rhea, Esq. Monmouth; Andrew Kirkpatrick, Esq. New Brunswick; Daniel Hunt, Esq. South Branch, Raritan; Archibald Mercer, Esq. Millstone; Major William Lowrey, Alexandria; George Cotnam, Esq. Oxford, in Sussex; Thomas Anderson, Esq. New-Town, Sussex; Major William Holmes, Hacketts-Town; Joseph Lewis, Esq. Morris-Town; Mr. James Henry, Lamerton; Daniel Marsh, Esq. Rahway; Rev. Rune Runyan, Piscataqua; Doctor Elmer, Westfield; Mr. Elias Dayton, jun. Elizabeth-Town; Mr. John Burner, Newark; Nehemiah Wade, Esq. Hackensack; Mr. Timothy Day, in Chatham; and Capt. Benjamin Stites, Scotch Plains.

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Mr. Symmes presents his respectful compliments to the gentlemen of the middle states who publish weekly newspapers, and begs these gentlemen kindly to give the foregoing a place once, in their several papers, which will probably oblige many of their customers.

AGREEMENT BETWEEN JOHN CLEVES SYMMES, AND ZACHARIAH HOLE AND ASSOCIATES ⁴

[*New York Public Library Mss.*]

These may testify to all concerned that upon the express condition of Zachariah Hole and his companions or associates actually settling and finally establishing a Station of cabins or houses, clearing land, cultivating the earth and Maintaining a Station as aforesaid in the sixth entire range of townships in the Miami purchase on any land not already located and entered on the map or record, and that within the following periods of time, viz.—ten Cabins shall be raised and covered with Clab-boards or punchions by Christmas day next, and thirty acres of land shall be well cleared [Ms. indecipherable] by the first of June 1796, and the Station shall be settled and protected by at least ten men who shall be more than sixteen years of age, and each Man well provided with a good gun, powder and lead for defence in case of danger— Then in such case and not otherwise, the said John Cleves Symmes will bestow free gratis on the men so settling the Station, whether ten men or more, one hundred acres of land to be divided equally between them, wherever they may build such Station in said Sixth Range not on lands already located—and the said John

⁴ Coming to Ohio from Virginia, Zachariah Hole with his wife and three sons located at Hole's Station, on the east bank of the Miami opposite the mouth of Bear Creek. In 1799 a blockhouse was built here which became the nucleus of Miamisburg. Edgar, *Pioneer Life in Dayton*, pp. 57-58.

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Cleves Symmes will also sell unto the said Zachariah Hole & to each other man who may assist and join in making such Station as much land contiguous to and adjoining round the Station as the said Zachariah Hole or any of his company shall chuse to purchase and may be able to pay for, at the current price, not exceeding one and a half dollars per acre, by next New Year's day, and if any of the Settlers shall desire longer time for payment, they shall have any time not exceeding three years, but the land must remain as security, and as all other credited lands are in the purchase subject to the rising price, or such prices as other wood lands in that neighborhood shall sell at when they pay for the same.

Signed

John Cleves Symmes

Northbend

May 21st 1795.

JOHN CLEVES SYMMES TO RICHARD CLOUGH ANDERSON ⁵

[*From copy made from original by Mr. R. Ralston Jones. Original now lost*]

Dear Sir, Northbend June the 15th 1789.

I take the liberty of transmitting to your hand for the present a roll of my most valuable papers, which I beg you to preserve with care until I call for them, or some other person by my order if I live, and if I live not, pray Sir

⁵ Colonel Richard Clough Anderson was born in Hanover County, Virginia, in 1750. After a brilliant record in the Revolutionary army, notably as aide-de-camp to Lafayette, he came to Kentucky in 1784, and settled at Louisville. There he acted as surveyor for the Virginia military lands to the north of the Ohio. Colonel Anderson's first wife was a sister of George Rogers Clark, and his homestead, Soldiers' Retreat, became one of the famous places near Louisville. Judge Symmes, it is said, sent his daughter, Anna, to Colonel Anderson, along with his papers. Here she was educated, and here William Henry Harrison, the young aide-de-camp of General Wayne, courted her. *Register*, Kentucky State Historical Society, 17, no. 51, 67-73.

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make it a point that my daughters receive them, in the same state in which I send them to you. They are sealed up in brown paper & a deerskin wrapped about them. They consist principally of my deeds of conveyance, the purchases of my life including those of my ancestors.⁶ I would not have troubled you with them but there is so many surmises about the Indians attacking this place, that I think it prudent to send my papers of consequence to Louisville, as they are of no use here at present. I beg my most respectful compliments to Mrs. Anderson, Miss Clarke and Miss Fanny and to all my worthy friends in Jefferson. I hope that Miss Clarke has met with Polly Symmes by this time, with whom I hope she is not much displeased.

I remain dear Sir, with regard

Your very humble servant,

John Cleves Symmes

[Addressed:] Richard C. Anderson Esq^r

Louisville

By Mr. Daniel Symmes

JOHN CLEVES SYMMES TO ROBERT MORRIS ⁷

[*Papers of the North West Territory*,
Manuscript Division, Library of Congress]

Post Vincennes, & not St. Vincent,⁸ as erroneously called by Hutchens and other Geographers, 22nd June 1790.

Dr. Sir. This town consisting of 330 families as I am informed (but as I do not believe) is built on the east bank of the Wabash and Occupies an Area of about half a mile

⁶ *Ante*, p. 95.

⁷ This letter was written during Judge Symmes' first trip West, as one of the judges of the Northwest Territory, to accompany Governor St. Clair. *Ante*, p. 130 (note 171). Judge Robert Morris was an old friend and associate in New Jersey. *Ante*, p. 28 (note 8).

⁸ For a discussion of the name "St. Vincent, etc.," see *Mississippi Valley Historical Review*, 9, 321 (note 6).

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Square or perhaps a little more; the Streets are nearly at Right angles but very narrow; the buildings are low, Old, and ugly, mostly log-houses (tho hewed) but the logs do not lay horizontal as the Americans build, but stand erect with one end set well in the ground, & the upper end Spiked to or framed into a plate which runs horizontally round the house; few houses are more than one story— Many in decay'd & even ruinous condition; there are a few new houses building, but generally the town wears the aspect of distress— Monsieur Vigo's is the only french family that appears to live in any degree of affluence and independence— These people have undoubtedly seen better days under the government of their grand Monarch, and have unquestionably been declining ever since this country was ceded to Britain in 1763—they received a second severe blow by the alternate incursions & reductions by the British and the Americans in the late war, as it was three times taken and lost in one year, the Conquerers every time preying upon and plundering the inhabitants, until they were exceedingly distressed—and to finish their sorrow the Kentuckians have several times assembled their Militia in order to go against the Indians, taking Post Vincennes in their rout going & returning, and while here making very free with the property of the Inhabitants under pretext that the Service of the United States required it, for which the poor wretches have never received compensation.⁹

Waving the circumstance of brown complexions the women in town are tollerably inviting, they are of good persons and have a most noble gait, far better than is generally met with in New York—their dress is clean and sometimes rich, but some what odd to an American observer

⁹ Compare John Filson's account of Vincennes, about 1785, in *Mississippi Valley Historical Review*, 9, 326-328.

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pettycoat short, & an handkerchief tied losely about their head. Most of the men appear to be wretched in dress and Manners, in both highly imitating the Indians with whom they have since the foundation of their town been largely conversant, from their vicinity, trade, and inter-marriages. they appear to be a civil people—I conclude they must be very Ignorant, but as I cannot talk with them I cannot judge. they attend Mass regu[1]arly when their priest is at home, but he has more cures than one—they go to chappel which stands opposite my door to say their prayers, by which means I have a good opportunity of seeing the handsomest women in the town when they go to confess their old sins, and contrive to commit new ones. Oh that I could speak french, I think I could make some of them turn protestants, at least while I stay in town. The town is surrounded with a large plain partly natural & partly owing to the waste of timber for the consumption of the french eighty years, & of the Indians god knows how long, as the french found a large Indian town here when they first penetrated the country—which led to the establishment of a garrison for the protection of their traders, and in time produced the town & population found here.

This moment a lad called at my door with three hens eggs in his hand—the interpreter is called to know what I must give the lad for his eggs—his eggs—his price is Indian meal & pork—but the quantity is yet to ascertain—My boy gives some—the lad cries out “too petit” and wants more—thus they plague me morning noon & night—garlicks, beans, rasberrie, cherries, salads & every kind of small truck they seek to exchange for meal & meat for want of which they suffer extremely—their Idleness is intollerable which added to their awkward way of farming keeps them always poor & in want of the substantials of life—they have a cus-

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tom here which I never met with before—nor did I think such a one obtained in any part of the World—It has often been said & contended that in proportion as nations or communities civilized & became refined—by so many degrees were their women carressed, indulged and treated with attention—at this place there is an exception to the rule & gives the position the lie.

The men here are barely one removed from the Indians, and yet they are the greatest slaves to their wives in the world. they milk the cows—cook for the family—fetch & carry and in a word do every thing that is done in doors & out, washing their linnen excepted, while the women spend their time walking about, sitting at their doors, or nursing their children from morning to night, and if one might judge from the contrast I am led to suppose that through the night the men are obliged to observe an humble distance—

We have an arduous task before us to form the government & put the laws in operation here—from appearances the people will not relish a free government, they say our laws are too complex, not to be understood, and tedious in their operation—the command or order of the Military commandant is better law and spedier justice for them & what they prefer to all the legal systems found in Littleton and Blackstone. it is a language which they say they can understand, it is cheap and expeditious & they wish for no other—Indeed I am of opinion that the establishing of law in this extremity of the United States will be the means of driving to the Spanish government, multitudes of those who remain—very many having already gone.¹⁰ Indeed they went away because they had no government—and they will still go away because the government they now are

¹⁰ This is an interesting comment upon the difficulties the American Government encountered in the Old Northwest.

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like to have is not on the foot of an absolute Government like France.

The confusion of title here is a labyrinth of perplexity which requires the utmost care and tenderness to set right—they have been called on to aduce their titles—they have a variety; prescription, bare possession—fraudulent deeds from those who had no right to sell, but mere American imposters who came among them after the subjugation of this country, pretending authority to convey lands & rights to take up lands—no records are preserved—they some times have had a notary public, but when ever one died or removed all his papers & entries were lost—I truly pity the people and hope that Congress will deal mercifully with them. Mr Secretary Sargent is here exercising the powers of government—Gen^l St. Clair is gone into Kentucky, some say to plan an expedition against the Indians for he can do nothing by treaty.

It is growing dark & I have written five long letters & copied five laws since the sun rose this morning—judge ye of my industry, to night I intend to go to sleep [as] soon as I can get my tea which is now preparing—I forgot to tell you that I have got a new brother Turner¹¹ on the bench—do you know the man? If you do not I will just mention a few characters from an assemblage of which you may guess at my new brother. He is a virtuoso—possesses the fine arts—has a pile of books fine new laying always on his table—resembles highly in all things but piety our friend Elish B—t.¹² in his devotions you may see him in Col. Living W. L.¹³—he has the honor of observing the same

¹¹ Judge George Turner, who had lately been appointed one of the three judges of the Northwest Territory. *Ante*, p. 119 (note 141).

¹² Elisha Boudinot (?).

¹³ Possibly Governor William Livingston of New Jersey, an old friend of Judge Symmes. Governor Livingston died July 25, 1790, and Judge Symmes married his daughter, Susanna Livingston, as his third wife, prob-

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hours for rest with yourself—save with this difference that he some times rises & walks out in the dead of night—he says to take fresh air—I know not how we shall wear together, at present he has rather too much Mercury for me who you know to be a good deal leaden-headed—he has words very much at command—laughs much as he talks—likes well a social companion & glass—has many well chosen pictures—a Southern importance—but I've said enough.

Your humble serv^t Jn^o. C. Symmes

Mr R. Morris.

[Addressed:] Robert Morris Esquire

N^o 1. Crown Street

New York.

Honord by the care of

The Hon^{ble} Mr Boudinot

MIAMI LANDS FOR SALE

[*Printed handbill, Collection of Peter G. Thomson*]

TO THE PUBLIC

It being a matter, no longer doubtful, that Congress will establish their Contract with the Subscriber, in the fullest extent for the One Million Acres of Miami Lands,¹⁴ It is hoped that all who wish to become early purchasers, will no longer suffer themselves to be amused with idle reports against the Contract, but purchase immediately from some Persons who have a right to sell, And those Gentlemen ably during his trip east in 1793 and 1794. *Proceedings*, New Jersey Historical Society, 2d. Ser. 5, 23, 25; *ante*, p. 275 (note 141).

¹⁴ Compare this notice with *ante*, pp. 16-21.

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who have already contracted for Miami Lands, are desired to make payment as soon as possible to Capt. *Wm. H. Harrison*, at Fort Washington, as the Secretary at War has agreed to receive Twenty Thousand Dollars at Fort Washington from the Subscriber, i[f] the Money be paid immediately for the use of the Army.

January 20, 1797.

JOHN CLEVES SYMMES.

N. B. THE subscriber begs leave to inform the Public that he is authorized by the Hon. John Cleves Symmes to sell a large quantity of Land, in the *fourth, fifth, sixth* and *tenth* ranges of Townships, in the Miami Purchase; which in point of soil, situation, timber, and water, is reckoned equal to any in the Western Country, those who purchase before the first day of April, shall not only have the land at a reduced price, but the title warranted, and the liberty of making the earliest locations of small or large tracts as may be most convenient. Persons applying to the Subscriber at Columbia, near the Mouth of the Little Miami, shall be furnished with a Surveyor to shew the Land.

January, 26, 1797.

JOHN SMITH.

JOHN CLEVES SYMMES TO MRS. WILLIAM HENRY
HARRISON ¹⁵

[*Collection of Charles W. Short*]

Newtown, Sussex New Jersey

7th Augt. 1802

My dear daughter—

Just as I had returned to this place from Flatbrook, Mr. Short ¹⁶ arrived here from Mother Henry's, but he could tell me nothing of your family since the letters I had re-

¹⁵ Anna Symmes, who married William Henry Harrison.

¹⁶ Peyton Short, of Lexington, Kentucky, who married Mary (Polly) Symmes.

THE SYMMES CORRESPONDENCE

ceived from Vincennes. Mr. Short went yesterday to Flatbrook to examine into the state of the tenants and farms, which I found in great disorder on many accounts, much rent arrear, houses greatly impaired, and meadows over-run with briers & bushes as well as fences gone to decay; but the lands and orchards are nevertheless fine & very valuable, did an industrious owner occupy them.¹⁷ I remain in remarkable good health, & found people generally well here and over the mountain. I went, my love, to see perhaps for the last time, your poor dear mother's grave, which is about half a mile from the house that was Col. Rosecrant's, in the grave yard at Shappenock. Melancholy overwhelmed me, and the tears ran plentifully from my eyes while I leaned on the marble stone at the head of her grave. As it is highly improbable that you will ever see the place where your dear mother is interred, I will describe it to you, perhaps some of your children may have the opportunity of seeing the grave of their grandmah. The burying ground is on a high point of a hill in view from Delaware River, the yard is surrounded on all sides by woods & bushes which adds to the gloom of the place. At head & foot of the grave stands a white marble stone, the head one is large & elegant, on which are cut the following words: "In memory of Mrs. Anna Symmes,¹⁸ who was born October 1741—married 30th October 1760 to the Honble. Jno. C. Symmes, & died July 25th 1776—leaving two daughters Maria and Anna." On the foot stone is only cut two letters A. S. a Weeping Willow ought to be

¹⁷ Probably this was the property in New Jersey which Judge Symmes proposed to exchange for Jonathan Dayton's holdings in the Miami Purchase. *Ante*, p. 182.

¹⁸ Anna Symmes, daughter of Henry Tuttle (Tuthill?) of Southold, Long Island, was Judge Symmes' first wife, and mother of his two daughters. *Proceedings*, New Jersey Historical Society, 2d. Ser. 5, 22.

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planted by the grave, but this is not season. Perhaps some of her grandsons may live to do this, if I should never be here in the spring of the year to do it. The grave of their Great-grand-mother Symmes¹⁹ they may find at Springfield in the old burying ground in that village—Their great-grandfather Symmes died at Ipswich in Massachusetts. Probably they will never see his grave. Their great-great grandfather & great-great grandmother Cleves, lie buried in the burying place at the old Meeting house in Aquabogue on Long Island. I think it probable you may have seen their graves. Their Great Grandfather & great grandmother Tuttle, lie buried at Mattituck, Long Island, but I am not able to say whether they were buried on their own land or at the common burying ground near the meeting house. I think you must remember as you was there when your grandmother Tuthill died. But I remember to have heard your grandfather Tuthill often say, that he would be buried in the small old burying ground in a little grove of trees at one corner of his land next to Mr. Young's, as this spot was the family burying ground of the Sweasy's of whom your grandfather purchased. My grand children's great-great grand father & mother Symmes lies buried at the Town of Rehoboth if I remember right—this town lies about forty miles south of Boston on the road to Plimouth—Their great-great-great grandfather & mother Symmes were buried at Scituate about 50 miles from Boston on the same road, and their great-great-great-great grandfather & mother Symmes are buried at Charleston, that was burned by the british, the day of the battle of Bunker's hill. In this town which lies opposite & north of

¹⁹ For other sketches of the Symmes genealogy, see McBride, *Pioneer Biography*, II, 225ff; *New England Historical and Genealogical Register*, 13, 135-137.

THE SYMMES CORRESPONDENCE

Boston (& by some historians called the mother of Boston, as it is much older & whose inhabitants laid out the town of Boston & settled it) my great-great grandfather was the first clergyman, where he preached many years in the Presbyterian or Congregationalist Society or church, seven generations back. My great-great-grandfather Cleves was as early in America and settled in New Hampshire—but I do not know the town, or where he was buried. I know however that he was very respectable, as he was commissioned alone, by Charles the Second on his restoration, to examine into the conduct of Governor Winthrop of Boston, who was accused to the king of mal-administration by the Inhabitants of that Province. His son my great grandfather was a Captain in the Pequod Indian War against King Philip a Narraganset chief, & was one of the commanders of the thousand men that beset the great swamp in which the Indians had a strong stockaded fort which was carried by storm. Here was long and hard fighting. my great grandfather received a bullet through his hat in the action. He afterwards come on long island & settled on the lands where Cochange meeting-house now stands, which you have never seen. I have heard old Aunt Hannah Williamson, who was one of his oldest children, say that she remembered to have seen the hat of her father with the bullet hole in the brim. My grandmother 'Cleves' grandfather Halliock lived on the land now owned by Mr. Lehomedieu, still called Halliock's neck. The pits that were his cellars are still very visible between Mr. Lehomedieu's house and the mouth of town-creek in Southold Long Island. I have often had a desire of drawing up a correct genealogy of my ancestors since their first arrival in America, but my younger days could never find time & by the death of all my old relatives which were then living, I much doubt it is now too late for any one to do. However preserve this small

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sketch for your children—even this may afford them some satisfaction when I am no more. My dear daughter farewell—

Affectionately yours
Jno. Cleves Symmes

Please to give my kindest love to your dear Mah, Polly, Jane and the dear little babes, my darlings, all whom I long most ardently to see. from this I go to Lamington, Morris-town, N. York, Long Island & back to Morris & then for the Ohio. Mr. Short & myself are endeavoring to effect a settlement with Holmes, Pemberton & the tenants. We find matters very bad. Holmes has paid 550 dollars on three of Mr. Harrison's orders. Several tenants have run away much in debt. Mr. Short desires to be remembered to all of you. Monday 9th Augt.

[Addressed:] Mrs. Nancy Harrison
Vincennes, Indiana Territory

JOHN CLEVES SYMMES TO MRS. WILLIAM HENRY
HARRISON ²⁰

[*Collection of Charles W. Short*]

My Dear Daughter:— Cleves, September 11 1809.

Last Thursday, the 7th instant, Governor Harrison arrived here in good health, with Capt. Jones, two Frenchmen, two Indians, and John Harding. Capt. Dill, of Lawrenceburg was in their company. They got here about ten o'clock. I was out at work, they blew the shell and I came home and was agreeably surprised to find the Governor here. He informed me that he left you and the dear children all in tolerable health.

The next day, Friday, Daniel Symmes and his wife came down to see the Governor. As the governor had sent John

²⁰ *Ante*, p. 293 (note 15).

THE SYMMES CORRESPONDENCE

Harding up to Cincinnati the day before, to see his parents and he wrote by John to D. Symmes to come down and bring his wife, which he did.

Col. Chambers also came up from Lawrenceburg to see the governor. We went down to the Point on Friday, as the Governor wanted to see McClellan, his old gardener, and found him dressing flax. He asked McClellan to go down to Vincennes to live, which he agreed to do. We then came home and all ate dinner at Cleves, and in the evening all went over and drank tea with Mrs. Silvers. I forgot to mention that, after dinner on Thursday, we went over to your Aunt Symmes' to eat supper, as your Aunt and Cousin Julia had a quilting that day, and I had been invited in the morning, so the Governor, Capt. Jones and myself went over and drank tea with about a dozen ladies of North Bend, and came home to lodge. On Saturday I had thirty ladies and gentlemen, men and women, workmen and cooks, to eat breakfast with me.

Before the governor set out on his journey to Fort Wayne he had your chair got out, and got Judge Silvers to put his gentle old horse in it, and take it down to Lawrenceburg, and put it into a boat belonging to Mr. Isaac Dunn, to take down to the mouth of the Wabash, so that I hope, my love, you will now get your chair which I bought for you two years ago next month, and it has been standing in a small house which old Dutch John built for you when you lived here, and it has never come out since it was first put in till yesterday, but some villain has stolen the long bridle reins that belonged to it, and some rascal has got the girting braces that kept the top from rocking side ways. The straps crossing each other have been cut out and unbuckled and carried off, but these can be easily replaced if necessary, but on smooth level roads they are not much wanted.

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The Governor left here yesterday morning and set out for Fort Wayne, Mr. Daniel Symmes has gone with him part of the way and has not yet come back. His wife is at Mrs. Silvers. The Governor told me that if he had known the road to be so good, he would have brought my little grandson Symmes along with him to live a while with me. I shall be very glad to have him to bring up, if I continue to live here at Cleves, and instruct him all I can in learning and teach him the art and business of farming.

I have had no letter yet from dear Betsey, but Master Charles lately wrote me that his cousin Betsey and sister Anna Maria were both very well. It would delight me much to see the two little girls together here at my house, and their two brothers Charles and Symmes, I should then have good company to pass my time with, whenever I had a little leisure from business. Mr. Daniel Symmes has returned, I had lent him a mare to ride, and the Governor's horse getting a little lame Daniel let him have my mare to take along. She is fine, gentle and very easy beast for a woman to ride. You had better keep her, my dear, for your riding beast. She is not gay, but she is very good. She was for several years your Cousin Billy Symmes' riding beast, but when poor William died, his stock was all sold and I bought her for fifty dollars. I have had her about three months, and find her very good to ride and draw, and as I have plenty, I am glad that you are like to get her. Tell my grandson Symmes that he must always see to it that the mare is fed well and not abused, and she will do a heap of work and riding for you all.

September 17th, 1809.

As I did not finish your letter last Sunday, I will try, my dear daughter, to finish it this Sunday, for my hired people are all gone abroad as we have no steady meeting in this place, although there be many modes of worshipping the

THE SYMMES CORRESPONDENCE

Supreme God, as people fancy to themselves. One sect, Quakers, worship Him in silence sitting with hats on from beginning to end of their meeting. Another sect, Methodists, worship Him by grunts and groans, stamping, raving and roaring like so many bulls and wolves and crying amen, at every ten or twenty words of the preacher. Another sect, Newlights, worship Him by screaming, clapping hands, crying hell fire and damnation, as loud as they can yell, tumbling down, lying on their backs.²¹

Another sect, the Shakers, say they worship God best by singing merry tunes and dancing and hornpipes. They almost dance themselves to death, for they all look pale like so many ghosts. They will not allow husband and wife to live together, and they frequently part man and wife.

There are here too, old Presbyterians who sing Watts' psalms, Seceders, who sing Sternbold and Hopkins, Independents who sing Brady and Tate, Roman Catholics who have their sins pardoned by their priests, and high-church people, who call all other sects irregular.

But the best religion after all is to fear God and do all the good we can to ourselves and families, our neighbors, our country and to mankind.

It is said that one hundred clergymen are to be in Cincinnati on the first day of October next, at what they call the General association. I am sorry so many are to come, for if there are one hundred clergy, there will be twenty hundred of the laity, and two thousand strangers in that

²¹ The church organizations in Cincinnati mentioned in the Directory of 1819 included the following: the First Presbyterian founded in 1791, the Methodist Episcopal founded in 1804, the New Jerusalem founded in 1811, the Society of Friends and the First Baptist Church founded in 1813, the German Christian Church established in 1814, the Second Methodist Episcopal and the Second Presbyterian both founded in 1817, the Episcopal Society founded in 1817, and a Roman Catholic Church founded in 1818. *Cincinnati Directory for 1819*, pp. 40-42.

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town for a whole week are enough to make a famine breed a pestilence and raise an ecclesiastical war. But it is some consolation that the Supreme Court will be sitting at the same time, and I hope the civil power will keep the ecclesiastics in some order.

Accept now, my dear daughter, the ardent wishes of your affectionate father that all possible blessings and peace in life may be your portion and everlasting happiness hereafter. So prays your affectionate

Father

John Cleves Symmes.

[Addressed:]

Mrs. Anna Harrison,
Vincennes,
Indiana Territory.

JOHN CLEVES SYMMES TO JOHN CLEVES SHORT ²²

[*Collection of Charles W. Short*]

Cincinnati, March the 3rd 1811

My dear grandson,

Your letter of the 18th ult. I received this day week ago, & the day after I arrived in town. Your orders are fulfilled, and the books lodged in Mr. Danl. Symmes Bookcase. Johnson's works 6 vol. Vince & woods Mathematics, 3 Vol. Watson's Chemistry 5 vol. & Study of the law. The price inclusive \$47. & took Mr. Stewart's receipt. Mr. Stewart said he had no invoice as he had sent the original to you, & kept no copy.

I have now my son, a Melancholy piece of intelligence to communicate. I left home in the morning of the 22nd of

²² John Cleves Short was the son of Peyton Short, of Lexington, Kentucky, and Mary (Polly) Symmes.

THE SYMMES CORRESPONDENCE

Feby & went first to Springfield, then crossed the country to Columbia, came to this place on Saturday 23rd, went again to Springfield on the 27th, returned here the 28th—express came to me in the morning of the 2nd Inst. that my house at Cleves with all its contents was reduced to a heap of ashes in the afternoon of the 1st instant. When I left home, I left John Cunningham, his wife and two small children in the room next adjoining the milk room & entry where we hung up saddles. No other family were in the house. One Jones the father of Mrs. Cunningham had a cabin to raise that day, Cunningham wife and children must needs go to the raising in the morning, about one of the clock P.M. the flames burst out & by three oclock that valuable pile that 14 years ago cost me eight thousand dollars was in ashes. All my Maps, deeds, Mortgages, receipts, ledger, day Books, many of my bonds, but not all, for I have some with me, with thousands of other important papers are lost.²³ All my books & yours, Your cloaths, and mine, save what I have on my back, all my bedding, my years provisions, ten barrels of beef & pork of the first quality, 100 lbs of tallow 100 lbs of old sugar, a stock of butter & chees all sorts of furniture, not a cents worth has been saved that could burn, & what is not combustibile is either melted, broken or some way spoiled. Thirty thousand dollars cannot repair my loss. But to all this I must submit & give up the idea of ever being able to keep house again during my life. I expect to take Lodgings at Isaac Coopers' during Spring, in June perhaps go to Vincennes, never more to return. I have not yet been home to behold the ruins. Mr. Silvers is selecting the iron and brass re-

²³ Most of the papers, maps and books of entry relating to the survey and sales of land were burned at this time. Fortunately the principal book containing the original locations, had been taken to Cincinnati a short time before to be used as evidence in court. Even then, there was much confusion in land titles. Burnet, *Notes*, p. 421.

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mains—My watch I had of Charles was found entire tho black with the fire. Whether the fire was wilfully kindled or accidental is uncertain. Some say the one & some the other. Certainly my coach house was wilfully burned & the same malace continues. My distressing tale gone through, you will naturally wish to know what effect my loss has on me—be assured my son, a very unpleasant one—my intense reflection gives me sore pain in my head—the loss of my meat frustrates in a great degree the business of my clearing & fencing for one season, by losing six fine hides I know not how to procure shoes for my hired men—a quantity of home linen I had just purchased for their shirts, is gone. My all important ledger containing a statement of accounts with at least five hundred people irretrievably gone, this circumstance grieves me to the heart, it makes me sick. I have no appetite my sleep is short, my thirst feverish. I hope however, my son, that it will not drive me mad. I know that I came naked into the world and I can but go naked out of it. Please to present my best respects to your kind uncles and aunts, and my kindest love to dear Anna Maria and Master Charles, whose John Bull with his base villain have both gone off in smoke. Let me hear how you all are, as soon as you can, and whether you gather strength fast. I shall be glad to see you my son, but when you come I know not where you can live with satisfaction to your self or me. Man projects, but God frustrates the most sanguine prospects.

with the purest affection, I am dear grandson,

Yours

John Cleves Symmes

[Addressed:]

Mr. John C. Short

Lexington, Kentucky.

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